



City of Seguin

210 E. Gonzales Street
Seguin TX, 78155

Public & Virtual Meeting Agenda City Council

Tuesday, November 4, 2025

5:30 PM

Council Chambers

This meeting can be viewed live at:

[https://cityofseguintx.granicus.com/MediaPlayer.php?
publish_id=e48509ff-38b7-42c1-ba45-60ec6092ba47](https://cityofseguintx.granicus.com/MediaPlayer.php?publish_id=e48509ff-38b7-42c1-ba45-60ec6092ba47)

1. **Call to Order**
2. **Invocation - Pastor Jesse Griffin, I Am Redeemed Bible Church**
3. **Pledge of Allegiance/Salute to the Texas Flag**
4. **Roll Call**
5. **Hearing of Residents:**

Invitation to hear citizens and council members in advance of regular business on items other than what is on the agenda, which shall be limited to five (5) minutes. Due to the Open Meetings Act discussions on matters not on the agenda are not allowed, therefore discussion shall be limited to 1) Statements of specific factual information given in response to any inquiry; 2) A recitation of existing policy in response to an inquiry; 3) A proposal to place the subject on the agenda for a future meeting; 4) For the record, please state your name and address before speaking.

6. **Presentation**
 - a. [25-624](#) Guadalupe Regional Medical Center FY2026 Budget. - Robert Haynes, CEO
 - b. [25-621](#) Presentation on Reforestation Areas and Grow Zones. - Melissa Reynolds, Director of Engineering & Capital Projects, and Jack Jones, Director of Parks & Recreation
 - c. [25-635](#) Update on Starcke Park Golf Course renovation and anticipated opening date. - Bruce Allen, Golf Course Manager
7. **Consent Agenda**
 - a. [25-638](#) Minutes of the October 21, 2025 City Council Meeting.

Attachments: [CC Minutes 10212025](#)

- b. [25-639](#) Check Report October 16, 2025 through October 28, 2025.

Attachments: [Check Report 10162025 - 10282025](#)

- c. [25-625](#) Boards and/or Commission Appointment - Mayor Donna Dodgen
a. Library Foundation

Attachments: [Foundation Board Appointments 10.20.25](#)
[DebbieMagin.Application_Redacted](#)

- d. [25-626](#) Resolution accepting the Petition for Release from the City's Extraterritorial Jurisdiction filed by Mullins Ranch Seguin LLC for four properties in Guadalupe County (Property ID No.'s 62493, 62494, 92500 and 62501) and granting the request for Release effective the date of the passing of this Resolution.

Attachments: [Staff Memo_ETJ Release_Mullins Ranch Seguin LLC](#)
[Resolution Release_Mullins Ranch Seguin LLC](#)
[Petition Release_Mullins Ranch Seguin LLC](#)

- e. [25-637](#) Resolution designating a Chairperson for the Board of Directors of Seguin Tax Increment Reinvestment Zone Number One (TIRZ #1). - Alora Waccholz, Deputy Director of Economic Development

Attachments: [110425 City Council TIRZ No 1 Resolution Designating a Chairperson Memo](#)
[Resolution Designating a Chairperson TIRZ #1](#)

- f. [25-619](#) Resolution of the City Council of the City of Seguin, Texas authorizing the City Manager to execute Change Order No. 5 with D&D Contractors, Inc. for the North Heideke Street Drainage Improvement Project (a GLO CDBG-MIT Grant Project) for a decrease of \$2,673.10; and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM, Director of Engineering and Capital Projects

Attachments: [2025-11-04 Memo GLO Heideke CO](#)
[2025-11-04 Resolution Heideke Drainage CO 5](#)
[GLO_Heideke_Change Order No.5](#)

- g. [25-627](#) Resolution authorizing the purchase of two insulated pad mount switches and bases for replacement inventory and upcoming projects by the Utilities Department; and declaring an effective date. - Timothy Howe, Director of Utilities

Attachments: [Council Memo 11-4-2025](#)
[Resolution 11-4-25](#)
[BID TAB AF-2026-05](#)

- h. [25-534](#) Resolution authorizing approval of the Advance Funding Agreement of a project awarded for voluntary utility relocation contributions on State

Highway Improvement Projects (SH 123: 0366-02-089); and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM - Director of Engineering & Capital Projects

Attachments: [2025-11-04 Memo SH 123 Utility Relocation AFA](#)
[2025-11-04 Resolution SH 123 Utility Relocation AFA](#)
[AFA Utility Signatures 2025 11 04](#)

8. Action Items - Discussion and Possible Motion to Approve

- a. [25-620](#) Resolution of the City Council of Seguin Texas, awarding an annual contract for the purchase of advanced metering infrastructure and compound water meters in various sizes to Core and Main; and declaring an effective date. - Timothy J. Howe, Director of Utilities
- Attachments:** [Council Memo 11-4-2025](#)
[Resolution 11-4-2025](#)
[BID TAB AF-2026-07](#)
[Core and Main - City of Seguin Bid Package AF-2026-07 \(1\)](#)
- b. [25-622](#) Resolution approving an amendment for engineering services related to the 12-inch wastewater main replacement and 8-inch water main extension project; and declaring an effective date. - Terri Lynn Ruckstuhl, Senior Utilities Engineer.
- Attachments:** [Council Memo 11-4-2025](#)
[Resolution 11-4-2025](#)
[Engineering Proposal Link Road Sewer & Water Amendment No. 2](#)
- c. [25-623](#) Resolution approving a change order for the installation of 14-inch sewer force main related to the Geronimo Creek WWTP Expansion Project; and declaring an effective date. - Terri Lynn Ruckstuhl, Senior Utilities Engineer.
- Attachments:** [Council Memo 11-04-2025](#)
[Resolution 11-04-2025](#)
[Change Order - 14 Inch FM](#)
- d. [25-628](#) Resolution awarding the bid for the construction of the FM 20 / Hannah Heights Water Line Project to M&C Fonseca Construction Co. Inc.; and declaring an effective date. - Terri Lynn Ruckstuhl, Senior Utilities Engineer.
- Attachments:** [Council Memo 11-04-2025](#)
[Resolution 11-04-2025](#)
[FM 20 Hannah Heights Bid Recommendation Ltr](#)
- e. [25-629](#) Resolution approving a Chapter 380 Agreement between the City of Seguin, Texas and Curt Manufacturing, LLC, authorizing the City Manager to execute the Chapter 380 Agreement, and declaring an effective date. -

Josh Schneuker, Director of Economic Development

Attachments: [11.04.25 Project Vaquero Chapter 380 Agreement \(CC Memo\)](#)
[City Council Resolution - Project Vaquero 380 Agreement](#)
[Project Vaquero 380 Agreement \(Final Curt Signed\)](#)

9. Recess the City Council Meeting and Convene the meeting of the Tax Increment reinvestment Zone Number Three (TIRZ#3) Board of Directors

- a. [25-631](#) Resolution of the TIRZ #3 Board, Approving Tax Increment Reinvestment Zone Number 3 Project and Financing Plan. - Josh Schneuker, Director of Economic Development

Attachments: [TIRZ No 3 Board Agenda Draft 11-04-2025](#)
[TIRZ No 3 Board PFP Resolution Memo](#)
[Resolution to Approve TIRZ No 3 PFP](#)
[Sequin TIRZ #3 Final PFP v1](#)

10. Adjourn the Tax Increment Reinvestment Zone Number Three (TIRZ#3) Board Of Directors meeting and reconvene the City Council Meeting

- a. [25-630](#) Ordinance Approving Tax Increment Reinvestment Zone Number 3 Project and Financing Plan. - Josh Schneuker, Director of Economic Development

Attachments: [City Council TIRZ No 3 PFP Ordinance Memo](#)
[TIRZ #3 Board Resolution to Approve PFP](#)
[City Council TIRZ No 3 PFP Ordinance](#)
[Sequin TIRZ #3 Final PFP v1](#)

11. Closed Session

In accordance with Texas Government Code, Subchapter D, Section 551, the City Council may convene in a closed session to discuss any of the following items, any final action or vote taken will be in public:

- a. [25-590](#) Section 551.071(2) (Consultation with Legal Counsel) and 551.072 (Deliberation regarding the Purchase and/or Value of Real Property) of the Texas Local Government Code associated with the Love's Force Main Project and the Cordova Road Project in Guadalupe County, Texas. Possible action may follow in Open Session.
- b. [25-636](#) Section 551.071(2) and 551.086 (Consultation with Attorney and Deliberation regarding Competitive Matters of a Public Power Utility) the Sequin City Council will convene into Closed Session regarding certain City utilities and/or arrangements with the wholesale providers for certain City utilities. Possible action may follow in Open Session.
- c. [25-641](#) EXECUTIVE/CLOSED SESSION MEETING - An executive/closed session meeting will be held pursuant to sections 551.071 (consultation with attorney) for the City Council to deliberate and/or consult with and seek advice from its attorney(s) regarding contemplated and/or pending

litigation involving the City of Seguin. Possible action may follow in Open Session.

12. Reconvene into Open Session and Take Action on Closed Session items if necessary

- a. [25-632](#) Resolution declaring a necessity for the acquisition of a 0.0483 acre right-of-way and a 0.0206 acre permanent utility easement out of two tracts of land, first tract: a called 45.829 acre tract of land, being Lot 5A, replat of Lot 5, Cordova Subdivision, establishing lots 5A and 5B, Cordova Subdivision, recorded in Volume 8, Page 675 of the map and plat records of Guadalupe County, Texas, and described in a deed executed on March 2, 2016 to Levi Garcia and Amy Garcia, a married couple, recorded in Document 2016005113 of the Official Public Records of Guadalupe County, Texas; second tract: a called 23.21 acre tract of land, being Lot 5B, of said replat, and described in a deed executed on September 21, 2018 to Levi Garcia and Amy Garcia, husband and wife, recorded in Document 201899022312 of the Official Public Records of Guadalupe County, Texas, situated in the Antonio Maria Esnaurizar Survey, Abstract 20, Guadalupe County, Texas, being more particularly described by metes and bounds and shown in Exhibit "A", attached hereto and incorporated herein for all purposes, for the purpose of the reconstruction, widening, operation, maintenance, repair, and upgrade of a four lane roadway with raised median, center turn lane culverts at waterways, roadside ditches, and dedicated concrete multiuse trails for bicycle and pedestrian use and related appurtenances along Cordova Road, and authorizing the institution of condemnation proceedings to acquire said property interests to the extent negotiations are unsuccessful. - Mark Kennedy, City Attorney

Attachments: [Resolution No \(Cordova RdP3\)](#)

[ExA easement](#)

[ExA ROW](#)

- b. [25-633](#) Resolution declaring a necessity for the acquisition of a 1.060 acre right-of-way and a 0.3192 acre permanent utility easement out of four tracts of land, first and second tracts: each a called 9.9996 acre tract of land, being Lots 2 and 3, Cordova Subdivision, recorded in Volume 5, Page 277B of the map and plat records of Guadalupe County, Texas, described in a deed executed on June 3, 2016, to Richard Moya, Jr., recorded in Document 2016016128 of the Official Public Records of Guadalupe County, Texas; third tract: a called 7.8342 acre tract of land, being Lot 1 of said Cordova Subdivision, described in a deed executed on June 3, 2016, to Richard Moya, Jr., recorded in Document 2016016129 of the Official Public Records of Guadalupe County, Texas; fourth tract: a called 3.000 acre tract of land described in a deed executed on January 11, 2016 to Richard Moya, recorded in Document 2016000710 of the Official Public Records of Guadalupe County, Texas, situated in the Antonio Maria

Esnaurizar Survey, Abstract 20 of Guadalupe County, Texas, being more particularly described by metes and bounds and shown in Exhibit "A", attached hereto and incorporated herein for all purposes, for the purpose of the reconstruction, widening, operation, maintenance, repair, and upgrade of a four lane roadway with raised median, center turn lane culverts at waterways, roadside ditches, and dedicated concrete multiuse trails for bicycle and pedestrian use and related appurtenances along Cordova Road, and authorizing the institution of condemnation proceedings to acquire said property interests to the extent negotiations are unsuccessful. - Mark Kennedy, City Attorney

Attachments: [Resolution No. \(Cordova RdP7\)](#)
[ExA easement](#)
[ExA ROW](#)

13. Adjournment

CERTIFICATE

I certify that the above notice of meeting was posted in the outside display case at the front of the Municipal Building, 210 E. Gonzales Street of the City of Seguin, Texas on the 29th day of October 2025 at 3:00 p.m.

Kristin Mueller
City Secretary

All items on the agenda are eligible for possible discussion and action. The City Council reserves the right to adjourn into Closed Session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

The City of Seguin is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided to those who provide notice to the City Secretary at (830) 401-2468 at least 48 hours in advance. This meeting site is accessible to disabled persons.



City of Sequin

210 E. Gonzales Street
Sequin TX, 78155

Meeting Minutes

City Council

Tuesday, October 21, 2025

5:30 PM

Council Chambers

1. Call to Order

Mayor Dodgen called the meeting to order at 5:30 P.M.

2. Invocation - Pastor Chris Larson, New Life Fellowship

3. Pledge of Allegiance/Salute to the Texas Flag

4. Roll Call

Present: 8 - Councilmember Joe Rea, Councilmember David Eveld, Councilmember Jim Lievens, Councilmember John Carlsson, Councilmember Paul Gaytan, Councilmember Monica N. Carter, Councilmember Bill Keller, and Councilmember Jason Biesenbach

Presiding: 1 - Mayor Donna Dodgen

5. Hearing of Residents:

Carlos De La Cruz, 21502 Fox Park Lodge, San Antonio, announced that he was running for Congress. He said that before opening a kick boxing gym in San Antonio, he served in the military for twenty years. He also said that he wants to address what is happening with our young people because if we keep ignoring this crisis we won't have much of an economy anymore. He stated that he has personally seen the difference that discipline, faith and mentorship can makes and wants to be sure everyone knows that their life matters, Jesus loves them, and their nation needs them.

Police Chief Jason Brady invited everyone to attend their annual trunk or treat on College street on Halloween night from 6-8PM. He also reminded that the Police Department is accepting candy donations.

Fire Chief Dale Skinner informed that October is National Fire Prevention Month. He invited everyone to attend their annual open house on Halloween night at the Fire Station on Elm Street. He said that they will do apparatus tours and hand out candy and hot dogs. Chief Skinner introduced Project Squirrel, the mascot for the project is named Smokey. He said his department purchased 100 squirrel stuffed animals to give out to children who are involved in an emotional crisis. In order to keep that program going, they started selling them to the public for \$20 each, which pays for two so the idea is that they buy one for themselves and donate one. Squirrels can be purchased at Main Street, during Pecan Fest, and on the alumni association's website.

Parks and Recreation Director Jack Jones announced that the new public bathroom

building downtown will be open on Friday, in time for Pecan Fest. Main Street and Destination Director Blaire Friar invited everyone to attend the 20th annual Pecan Fest. She said that they will have over 18 different food trucks, a food truck throw down, and a Kidzone this year. Additionally, there will be 140 vendors and live entertainment. She also reminded that the Big Red Barn has activities there as well as the Wilson Pottery Show will be held at the Sebastopol House. She informed that there will be a shuttle running to all three locations. Also, she announced that Sunday is the Riverside Cemetery Tours, plugged the www.Seguigonuts.com website, and invited everyone to attend the annual Hats Off to Juan Seguin Pub Crawl.

Councilmember Biesenbach wished his wife Jackie a Happy Anniversary and an early Happy Birthday. He invited everyone to the Halloween event on College Street and said it looks like scene out of a movie. He reiterated that the Police Department is accepting candy donations and that Project Squirrel is an amazing project. He promoted the 2nd annual Lights and Sirens Cornhole Tournament scheduled for November 15th at 10am and encouraged everyone to participate or at least come watch the exhibition match between the two Chiefs.

Councilmember Carlsson thanked the first responders for their excellent work recently and said that his interactions have been with those who lead by example, set the bar high, and are doing a very good job. He said he appreciates everybody's efforts for the State of the City event but he encourages residents to get out there and engage with the leaders of the community.

Mayor Dodgen announced that early voting has begun and will be available through October 31st. She also invited everyone to attend the Pistols and Petticoats fundraiser and announced that GRMC had a big article in Modern Healthcare magazine and was listed as one of the best places to work. She informed that Sunday is the 25th dedication of the Juan Seguin Statue and will be celebrating at the Seguin Coliseum from 11am-2pm. She informed that she was dressed in cow print overalls because the ribbon cutting for Chic-fil-A was this morning and the grand opening will be on Thursday morning. Also, she announced that Academy will open on November 2nd.

6. Presentation

- a. [25-415](#) Recognition of TxDot Area Engineer Will Lockett upon his retirement. - Donna Dodgen, Mayor

Mayor Dodgen informed that Mr. Will Lockett has been retired from Texas Department of Transportation for a few months now, but has been traveling and having a lot of fun so we are recognizing him now. She said that she appreciates everything that Mr. Lockett has done to advocate for Seguin and congratulated him for his 27 years of dedicated service to TxDOT. She said he always has been and always will be a friend to Seguin. She wished him well in his retirement.

Mr. Lockett commented that he was grateful for the recognition but also for the great relationship and partnership that he had with the City of Seguin throughout his tenure.

- b. [25-612](#) Recognition of Bobby Hyatt, Electric Superintendent, upon his retirement. - Donna Dodgen, Mayor

City Manager Steve Parkers said on behalf the City and staff, he wanted to congratulate Bobby Hyatt on his retirement. He said that Bobby is the kind of guy that creates the great culture around here, with pride and passion for what he does. Bobby

has been a big part of the Seguin family for 14 years and is always one of the first ones to step up and be part of the group that led. Bobby leaving will leave a hard hole to fill. Mr. Parker said that Mr. Hyatt's team and managers have a tremendous amount of respect for him and the door is always open for him to come back. Mr. Parker said that Bobby is a great example of what we want a Seguin teammember to be like.

Mr. Parker informed that Bobby began working for the City of Seguin as a Heavy Equipment Operator in the Water Wastewater Department on September 6, 2011. On October 1, 2012, Bobby promoted into the Electric Department as Apprentice. He later moved into an Apprentice III on September 14, 2014, and then an Apprentice IV on October 11, 2015. On September 25, 2016, Bobby promoted into a Journeyman/Lineworker with the Electric Department. A little less than a year later, on August 28, 2017, he became a Crew Leader. Most recently on January 19, 2025, he promoted to an Electric Superintendent. Bobby will retire from the City of Seguin on October 30, 2025, with a total of 14 years and 1 months of service. Mr. Parker congratulated Bobby and wished him a Happy Retirement.

Mayor Dodgen congratulated Bobby Hyatt on his retirement and read a certificate thanking him for his years of service to the City of Seguin and wishing him well in his retirement. She also told a story about how Bobby went out of his way to catch a bird that was in distress years ago because he knew it was upsetting to her. She shared how much it meant to her that he took care of the bird and reiterated that he was always one that would take care of things.

Manager of Electric Utility Freddy King declared that Bobby will be truly missed but that he continuing to work to keep lineman safe. He presented Bobby with a custom sign as a token of the department's appreciation for Hyatt's years of service.

7. Consent Agenda

A motion was made by Councilmember Bill Keller, seconded by Councilmember Joe Rea, that the following items be approved on the Consent Agenda. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

- a. [25-617](#)** Minutes of the October 6, 2025 City Council Meeting.

These Minutes were approved.

- b. [25-618](#)** Check Report October 1, 2025 through October 15, 2025.

The Check Report was acknowledged.

- c. [25-594](#)** Board and/or Commission Appointments. - Donna Dodgen, Mayor
- a. Commission on the Arts
 - b. Main Street Advisory Board

This Action Item was approved.

- d. [25-600](#) Authorize Downtown Street Closure of the 100 and 200 blocks of S. River Street, the 100 and 200 blocks of E. Donegan Street, and the 100 and 200 blocks of E. Nolte Street from 4:00 to 11:00 p.m. on October 31, 2025; and authorize said authorization to be Effective immediately. - Blaire Friar, Director of Main Street and Destination Seguin
This Action Item was approved.
- e. [25-613](#) Authorize the City Manager to execute Change Order Request CO24788-02 with CorWorth/Restroom Facilities LTD in the amount of \$3,250 to add anti-graffiti coating on the outside of the downtown restrooms at Central Park. - Jack Jones, Director of Parks and Recreation
This Action Item was approved.
- f. [25-592](#) Amendment resolution to submit application for the FY25-26 Rifle-Resistant Body Armor Grant Program. - Kate McCloud, Grants Administrator
This Resolution was approved.

Enactment No: 2025R-214
- g. [25-593](#) Resolution authorizing the submission of an Urban Area Security Initiative - Regular grant application seeking funding for the Police Department to purchase wet-vacuum DNA collection equipment to assist in the collection of DNA evidence. - Kate McCloud, Grants Administrator
This Resolution was approved.

Enactment No: 2025R-215
- h. [25-596](#) Resolution approving agreements between the City of Seguin and the following organizations that receive financial appropriation in the FY2026 Hotel Occupancy Tax Funding. - Susan Caddell, Director of Finance
- a. Seguin Conservation Society
 - b. Mid-Texas Symphony
 - c. Teatro de Artes de Juan Seguin
 - d. Seguin-Guadalupe County Hispanic Chamber of Commerce
 - e. Seguin Heritage Museum
 - f. Guadalupe County Fair Association
 - g. Seguin LULAC Council #682
 - h. Seguin Art League
 - i. The Fields of Huber Ranch, LLC
- This Resolution was approved.**

Enactment No: 2025R-216
- i. [25-597](#) Resolution of the City Council of Seguin, Texas authorizing the City

Manager to execute a Master Services Agreement with Schneider Engineering LLC d/b/a SEnergy, related to as-needed professional services for the City's Electric Utility facilities; and declaring an Effective Date. - Timothy Howe, Director of Utilities

This Resolution was approved.

Enactment No: 2025R-217

- j. [25-609](#) Resolution authorizing the expenditure of more than \$100,000 annually for equipment diagnostic, maintenance and repair services utilizing the state purchasing exemption and declaring an effective date. - Adam Rossing, Director of Public Works.

This Resolution was approved.

Enactment No: 2025R-218

- k. [25-599](#) Resolution authorizing a contract amendment to the professional services contract with BGE, Inc. for the Martindale Road Extension Project; authorizing the City Manager to execute contract amendments with providers; and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM - Director of Engineering and Capital Projects

This Resolution was approved.

Enactment No: 2025R-219

- l. [25-549](#) Ordinance on second reading to consider amendments to the City of Seguin's Unified Development Code (UDC) Section 3.2.18- Planned Unit Development, to modify the requirements and allowances for General Land Use Plans. - Pamela Centeno, Director of Planning & Codes

This Ordinance was adopted.

Enactment No: 2025-056

- m. [25-559](#) Ordinance on second reading amending the Seguin Code of Ordinances Appendix C - Fee Schedules, Chapter 102, Utilities, Article III, Water Modeling Fee; and Article IV Wastewater Modeling Fee; providing for a severability clause; providing for publication; declaring an effective date; and authorizing city staff to submit this ordinance as a supplement to the Seguin Code of Ordinances. - Timothy Howe, Director of Utilities

This Ordinance was adopted.

Enactment No: 2025-057

- n. [25-567](#) Ordinance on second reading to consider the creation of Tax Increment Reinvestment Zone #3, pursuant to Chapter 311 of the Texas Tax Code. - Josh Schneuker, Director of Economic Development

This Ordinance was adopted.

Enactment No: 2025-058

- o. [25-591](#) Ordinance on second reading designating a contiguous geographic area within the corporate limits of the City as a Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Two, City of Seguin; describing the boundaries of the zone; creating a Board of Directors for the zone; establishing a Tax Increment Fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; providing that the zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date. - Mark Kennedy, City Attorney

This Ordinance was adopted.

Enactment No: 2025-059

- p. [ZC 20-25 CC](#) Ordinance on second reading to consider a zoning change request from Commercial (C) to Planned Unit Development (PUD) for property located at 1819 Friesenhahn Rd., Property ID: 52990, (ZC 20-25). - Pamela Centeno, Director of Planning & Codes

This Zoning Ordinance was adopted.

Enactment No: 2025-060

8. **Action Items - Discussion and Possible Motion to Approve**

- a. [25-534](#) Resolution authorizing approval of the Advance Funding Agreement of a project awarded for voluntary utility relocation contributions on State Highway Improvement Projects (SH 123: 0366-02-089); and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM - Director of Engineering & Capital Projects

Mayor Dodgen pulled this item from the agenda. It will be considered at a future City Council meeting.

Enactment No: 2025R-220

- b. [25-543](#) Resolution approving certain amendments to the Bylaws of the Seguin Economic Development Corporation. - Josh Schneuker, Director of Economic Development

Director of Economic Development Josh Schneuker informed that the last time that the Seguin Economic Development Corporation amended its bylaws was in 2018, 2000, and 1994. For the most part, these amendments this time is to clean up old language, be more reflective of current economic development trends, and expand some language to make permissible use of funds to be more inline with the Texas Local Government Code. Additionally, the amendments further defined a designated employee can serve as Executive Director, changed the due date of the Annual Report,

and changed the purchasing thresholds so that purchases between \$50,000 and \$100,000 needs approval from the SEDC Board of Directors and any purchase over \$100,000 needs both SEDC Board and City Council approval. Mr. Schneuker informed that the SEDC approved the proposed Bylaw amendments unanimously at their last meeting.

A motion was made by Councilmember Biesenbach, seconded by Councilmember Eveld, that this Resolution be approved. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: 2025R-221

c. [25-595](#)

Resolution approving a lease-purchase agreement between the City of Seguin and Government Capital Corporation for the purpose of financing the purchase of ten (10) Stryker Lifepaks 35s for the Fire/EMS Department and a Hydrovac truck for the drainage crew; authorizing the City Manager to execute the contract; and declaring an effective date. - Susan Caddell, Director of Finance

Finance Director Susan Caddell explained that this resolution approves the finance agreement that will allow for the purchase of of ten (10) Stryker Lifepaks 35s for the Fire/EMS Department and a Hydrovac truck for the drainage crew. She stated that Government Capital Corporation has been good to work with in the past and she would like to continue to utilize them to finance these purchases.

A motion was made by Councilmember Rea, seconded by Councilmember Lievens, that this Resolution be approved. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: 2025R-222

d. [25-610](#)

Resolution authorizing the purchase of three vehicles for the Water Utilities Dept in the amount of \$894,546.00 from Cavender Grande Ford and declaring an effective date. - Steven Purchase, Fleet Manager

Public Works Director Adam Rossing said that this resolution would allow for the purchase of three trucks. Two of the trucks will be replacing units that have met their end of life and the third truck will be used to outfit the new drainage crew. He added that this purchase will be made through a purchasing cooperative contract.

A motion was made by Councilmember Biesenbach, seconded by Councilmember Carlsson, that this Resolution be . The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Evelt, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: 2025R-223

e. [25-607](#)

Resolution authorizing the purchase of a combination vacuum truck from Industrial Disposal Supply in the amount of \$565,305 and declaring an effective date. - Adam Rossing, Director of Public Works

Director of Public Works Adam Rossing stated that this resolution authorizes the purchase of a combination vacuum truck from Industrial Disposal Supply in the amount of \$565,305. The truck will be used by the new drainage crew, allowing them to start cleaning the stormwater infrastructure, drainage basins, inlets, and pipes.

A motion was made by Councilmember Keller, seconded by Councilmember Biesenbach, that this Resolution be approved. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Evelt, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: 2025R-224

f. [25-611](#)

Resolution awarding Sullivan Contracting in the amount of \$650,000.00 for 2026/27 IDIQ Concrete Services through Choice Partners Cooperative Contract # 25/033MR-53 and declaring an effective date. - Adam Rossing, Director of Public Works

Director of Public Works Adam Rossing informed that this contract provides a stopgap solution until a dedicated in-house concrete crew is established. It ensures critical infrastructure needs are met in the interim without delay. He explained that an IDIQ contract allows the City to address multiple small- to medium-scale concrete projects quickly and efficiently without going through a separate procurement process each time. This flexibility ensures we can respond to citizen requests, safety issues, and infrastructure needs in a timely manner. This contract would primarily support Public Works but would also be structured to allow other City departments to utilize it when needed.

Councilmember Carlsson asked if the City has executed an IDIQ contract before and Mr. Rossing answered not for concrete and not with Sullivan.

Councilmember Lievens commented that this is very innovative and creative and will help the City respond to concrete needs faster.

City Manager Steve Parker said that this will help the City maintain its concrete until the City can have an in-house crew for concrete. He informed City Council that Mr. Rossing is currently working on a sidewalk plan to determine what sidewalks are priority.

A motion was made by Councilmember Lievens, seconded by Councilmember Carlsson, that this Resolution be approved. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: 2025R-225

9. Closed Session

Mayor Dodgen convened into Closed Session at 6:16 P.M.

- a. [25-590](#) Section 551.071(2) (Consultation with Legal Counsel) and 551.072 (Deliberation regarding the Purchase and/or Value of Real Property) of the Texas Local Government Code associated with the Love's Force Main Project and the Cordova Road Project in Guadalupe County, Texas. Possible action may follow in Open Session.

10. Reconvene into Open Session and Take Action on Closed Session Items if necessary

Mayor Dodgen reconvened into Open Session at 6:28 P.M.

- b. [25-615](#) Resolution declaring a necessity for the acquisition of a 1.351 acre right-of-way and a 0.5162 acre permanent utility easement on two tracts of land: first, a called 3.004 acre tract of land described in a deed executed on March 26, 2025 to Seguin Land Investors LP, recorded in Document 202599007265 of the Official Public Records of Guadalupe County, Texas, and second, a called 57.917 acre tract of land described in a deed executed on September 23, 2024 to Seguin Land Investors LP, recorded in Document 202499023213 of the Official Public Records of Guadalupe County, Texas, situated in the Antonio Maria Esnaurizar Survey, Abstract 20, Guadalupe County, Texas, partially in the City of Seguin, all in Guadalupe County, Texas, being more particularly described by metes and bounds and shown in Exhibit "A", attached hereto and incorporated herein for all purposes, for the purpose of the reconstruction, widening, operation, maintenance, repair, and upgrade of a four lane roadway with raised median, center turn lane, culverts at waterways, roadside ditches, and dedicated concrete multiuse trails for bicycle and pedestrian use and related appurtenances along Cordova Road, and authorizing the institution of condemnation proceedings to acquire said property interests to the extent negotiations are unsuccessful. - Mark Kennedy, City Attorney

A motion was made by Councilmember Lievens, seconded by Councilmember Rea, that this Resolution be approved. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: 2025R-227

c. [25-616](#)

Resolution declaring a necessity for the acquisition of a 0.8267 acre right-of-way and a 0.3564 acre permanent utility easement out of a called 74.520 acre tract of land in the City of Seguin, Texas, described in a deed executed on February 9, 2024 to MCLB Land, LLC, a Texas Limited Liability Company, recorded in Document 202499002964 and corrected in a deed recorded in Document 202499012203, both of the Official Public Records of Guadalupe County, Texas, situated in the Antonio Maria Esnaurizar Survey, Abstract 20 of Guadalupe County, Texas, being more particularly described by metes and bounds shown in Exhibit "A", attached hereto and incorporated herein for all purposes, for the purpose of the reconstruction, widening, operation, maintenance, repair, and upgrade of a four lane roadway with raised median, center turn lane, culverts at waterways, roadside ditches, and dedicated concrete multiuse trails for bicycle and pedestrian use and related appurtenances along Cordova Road, and authorizing the institution of condemnation proceedings to acquire said property interests to the extent negotiations are unsuccessful. - Mark Kennedy, City Attorney

A motion was made by Councilmember Keller, seconded by Councilmember Biesenbach, that this Action Item be approved. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: 2025R-228

a. [25-614](#)

Resolution declaring a necessity for the acquisition of a 0.25 acre permanent utility easement and a 0.25 acre temporary construction easement on a tract of land out of the J.D. Clements League Survey No. 18, Abstract No. 11, Guadalupe County, Texas, and being a portion of a called 1.432 acre tract described in General Warranty Deed dated 11/16/2021 to John Bradley Spahn recorded in Document 202199039587, Official Public Records, City of Seguin, Guadalupe County, Texas, and being more particularly described by metes and bounds and shown in Exhibit "A", attached hereto and incorporated herein for all purposes, for the purpose of the installation, construction, operation, maintenance, repair, upgrade, and removal of a wastewater force main, and related above and below ground appurtenances along I-10 and authorizing the institution of condemnation proceedings to acquire said property interests to the extent negotiations are

unsuccessful. - Mark Kennedy, City Attorney

A motion was made by Councilmember Carter, seconded by Councilmember Evelt, that this Resolution be approved. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Evelt, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: 2025R-226

11. Adjournment

Mayor Dodgen adjourned the meeting at 6:34 P.M.

Donna Dodgen, Mayor

ATTEST:

Kristin Mueller, City Secretary



CITY OF SEGUIN

It's real.

Check Report

By Check Number

Date Range: 10/16/2025 - 10/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 1F-COS Pooled Cash						
00-5069	4IMPRINT INC	10/24/2025	EFT	0.00	2,747.22	22767
00-5021	84 INDUSTRIAL SUPPLY	10/24/2025	EFT	0.00	1,919.79	22768
00-4608	ABSOLUTE COMMUNICATIONS & NETWORK SO	10/24/2025	EFT	0.00	7,134.06	22769
00-5938	ACCURATE UTILITY SUPPLY LLC	10/24/2025	EFT	0.00	7,725.00	22770
00-4317	ACLARA TECHNOLOGIES LLC	10/24/2025	EFT	0.00	54,063.00	22771
00-11320	AGUILAR, SERGIO	10/24/2025	EFT	0.00	126.00	22772
00-5341	AJR MEDIA GROUP	10/24/2025	EFT	0.00	26,400.00	22773
00-4	ALEXANDER OIL CO.	10/24/2025	EFT	0.00	1,315.13	22774
00-9271	ALLISON, KIMBERLY	10/24/2025	EFT	0.00	386.40	22775
00-5295	ANIXTER INC	10/24/2025	EFT	0.00	116.70	22776
00-4827	ASSOCIATED CONSTRUCTION PARTNERS LTD	10/24/2025	EFT	0.00	753,653.92	22777
00-2378	AUTOWORX	10/24/2025	EFT	0.00	13,222.00	22778
00-5102	AVALOS, STEVE	10/24/2025	EFT	0.00	1,702.02	22779
00-3600	AXON ENTERPRISES INC	10/24/2025	EFT	0.00	194,543.39	22780
00-3837	AZTECA SYSTEMS HOLDINGS LLC	10/24/2025	EFT	0.00	4,500.00	22781
00-242	BECKER'S FEED & FERTILIZER, INC	10/24/2025	EFT	0.00	360.00	22782
00-5300	BLAKE BERTLING EQUIPMENT RENTAL	10/24/2025	EFT	0.00	2,403.82	22783
00-892	BOUND TREE MEDICAL, LLC	10/24/2025	EFT	0.00	5,171.81	22784
00-4318	BRADY INDUSTRIES OF TEXAS, LLC A BRADYPLU	10/24/2025	EFT	0.00	4,594.81	22785
00-4516	BRINKLEY SARGENT WINGTON ARCHITECTS, INC	10/24/2025	EFT	0.00	7,250.00	22786
00-3658	C J HENSCH & ASSOCIATES INC	10/24/2025	EFT	0.00	2,400.00	22787
00-906	CARTER'S TIRE CENTER	10/24/2025	EFT	0.00	199.50	22788
00-1053	CDW GOVERNMENT LLC	10/24/2025	EFT	0.00	19,816.20	22789
00-3505	CINDY'S ALTERATIONS	10/24/2025	EFT	0.00	155.00	22790
00-3660	CIVIC PLUS LLC	10/24/2025	EFT	0.00	10,055.90	22791
00-4909	CMC GOVERNMENT SERVICES INC	10/24/2025	EFT	0.00	2,832.29	22792
00-4943	COASTAL OFFICE SOLUTIONS INC.	10/24/2025	EFT	0.00	85.50	22793
00-4160	COMAL SUPPLY	10/24/2025	EFT	0.00	251.64	22794
00-4784	CONSOLIDATED PIPE & SUPPLY COMPANY, INC.	10/24/2025	EFT	0.00	1,279.10	22795
00-3445	D H PACE CO INC	10/24/2025	EFT	0.00	1,187.17	22796
00-11054	DANA SAFETY SUPPLY	10/24/2025	EFT	0.00	358.35	22797
00-4484	DATAVOICE INTERNATIONAL, INC.	10/24/2025	EFT	0.00	13,728.00	22798
00-9462	DAVIDSON, JEREMY	10/24/2025	EFT	0.00	305.00	22799
00-4968	DEATHERAGE, JAMES L.	10/24/2025	EFT	0.00	1,500.00	22800
00-1387	DEMCO, INC.	10/24/2025	EFT	0.00	873.55	22801
00-3027	DIETZ TRACTOR COMPANY	10/24/2025	EFT	0.00	614.28	22802
00-5084	DRAGONFLY APPAREL & BRANDING LLC	10/24/2025	EFT	0.00	1,015.30	22803
00-4436	DYNASTY ENTERPRISES, LLC	10/24/2025	EFT	0.00	100.00	22804
00-3687	ELLIOTT ELECTRIC SUPPLY INC	10/24/2025	EFT	0.00	451.50	22805
00-4890	EUROFINS ENVIRONMENT TESTING ECOTOXICO	10/24/2025	EFT	0.00	3,240.00	22806
00-57	EWALD KUBOTA, INC	10/24/2025	EFT	0.00	11,227.34	22807
00-3300	EXACOM INC	10/24/2025	EFT	0.00	6,086.80	22808
00-3656	E-Z BEL CONSTRUCTION LLC	10/24/2025	EFT	0.00	109,854.87	22809
00-3975	FERGUSON US HOLDINGS, INC	10/24/2025	EFT	0.00	261.12	22810
00-4556	FLOCK GROUP, INC.	10/24/2025	EFT	0.00	63,000.00	22811
00-476	G A POWERS CO LLC	10/24/2025	EFT	0.00	9,602.55	22812
00-6213	GLENEWINKEL PHOTOGRAPHY	10/24/2025	EFT	0.00	120.00	22813
00-4774	GRIFFITH FORD SEGUIN, LLC	10/24/2025	EFT	0.00	1,510.53	22814
00-4409	GUERRA UNDERGROUND, LLC	10/24/2025	EFT	0.00	392,962.69	22815
00-9295	HAJEK, LINDSAY	10/24/2025	EFT	0.00	183.00	22816
00-8437	HALFF ASSOCIATES INC	10/24/2025	EFT	0.00	58,375.00	22817
00-2957	HANDY MANDY CUSTOM EMBROIDERY	10/24/2025	EFT	0.00	2,782.00	22818
00-3527	HARRELL'S LLC	10/24/2025	EFT	0.00	1,724.88	22819
00-4104	HILL, MITZI	10/24/2025	EFT	0.00	800.00	22820

Check Report

Date Range: 10/16/2025 - 10/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00-4671	HOLT TRUCK CENTERS OF TEXAS LLC	10/24/2025	EFT	0.00	2,078.58	22821
00-4316	HUMANE EDUCATORS OF TEXAS, LLC	10/24/2025	EFT	0.00	150.00	22822
00-4978	I AM MOWING LLC	10/24/2025	EFT	0.00	1,812.50	22823
00-3640	IMPACT PROMOTIONAL SERVICES LLC	10/24/2025	EFT	0.00	2,673.94	22824
00-2256	INFOSEND INC	10/24/2025	EFT	0.00	10,498.48	22825
00-3807	K FRIESE & ASSOCIATES INC	10/24/2025	EFT	0.00	8,269.88	22826
00-788	KBS ELECTRICAL DISTRIBUTORS, INC.	10/24/2025	EFT	0.00	23,838.00	22827
00-6156	KIMLEY-HORN AND ASSOCIATES INC	10/24/2025	EFT	0.00	112,608.00	22828
00-9111	LE, KIET	10/24/2025	EFT	0.00	235.00	22829
00-2713	LENOVO INC	10/24/2025	EFT	0.00	8,532.88	22830
00-5045	LESLIE, SUSAN D	10/24/2025	EFT	0.00	750.00	22831
00-5088	LUNA, JASON JOEL	10/24/2025	EFT	0.00	192.00	22832
00-8232	LUTZ, SHELLEY	10/24/2025	EFT	0.00	175.00	22833
00-2681	M & S ENGINEERING LLC	10/24/2025	EFT	0.00	4,728.50	22834
00-4619	MAINTAINX, INC.	10/24/2025	EFT	0.00	3,395.70	22835
00-9257	MEANS, DANA	10/24/2025	EFT	0.00	520.52	22836
00-5071	MI FIESTA RENTALS LLC	10/24/2025	EFT	0.00	664.50	22837
00-4407	MID-AMERICA GOLF AND LANDSCAPING, INC.	10/24/2025	EFT	0.00	441,059.11	22838
00-4158	MORSCO SUPPLY, LLC	10/24/2025	EFT	0.00	125.25	22839
00-4324	NATIONAL EMERGENCY NUMBER ASSOCIATION	10/24/2025	EFT	0.00	750.00	22840
00-4005	NOMIC NETWORKS INC	10/24/2025	EFT	0.00	37,341.00	22841
00-3642	NORTH AMERICA FIRE EQUIPMENT CO INC	10/24/2025	EFT	0.00	995.00	22842
00-3794	ODP BUSINESS SOLUTIONS, LLC	10/24/2025	EFT	0.00	399.09	22843
00-5636	ONLINE INFORMATION SERVICES INC	10/24/2025	EFT	0.00	3,458.52	22844
00-81	O'REILLY AUTO PARTS	10/24/2025	EFT	0.00	2,615.25	22845
00-2974	PAPE-DAWSON CONSULTING ENGINEERS, LLC	10/24/2025	EFT	0.00	67,779.16	22846
00-3439	PERDUE BRANDON FIELDER COLLINS & MOTT L	10/24/2025	EFT	0.00	3,694.75	22847
00-5610	PHYSICAL THERAPY & REHAB CONCEPTS PC	10/24/2025	EFT	0.00	1,050.00	22848
00-5931	PUMP MECHANICAL TECHNICAL SERVICES, LLC	10/24/2025	EFT	0.00	52,361.00	22849
00-6093	REHFELD EQUIPMENT CO LLC	10/24/2025	EFT	0.00	186.20	22850
00-4753	RODRIGUEZ TRANSPORATION GROUP, INC.	10/24/2025	EFT	0.00	38,086.72	22851
00-4683	ROSS MOLINA OLIVEROS, P.C.	10/24/2025	EFT	0.00	324.50	22852
00-9072	SALDANA, JOHN	10/24/2025	EFT	0.00	25.00	22853
00-5929	SAN ANTONIO BELTING & PULLEY CO., INC.	10/24/2025	EFT	0.00	440.64	22854
00-11321	SAUCEDA, JOHNNY	10/24/2025	EFT	0.00	39.85	22855
00-143	SEGUIN AUTO PARTS, INC.	10/24/2025	EFT	0.00	24.99	22856
00-539	SEGUIN RENTAL INC	10/24/2025	EFT	0.00	1,728.00	22857
00-2827	Sergio A. Maldonado	10/24/2025	EFT	0.00	1,558.77	22858
00-5438	SIDDONS MARTIN EMERGENCY GROUP LLC	10/24/2025	EFT	0.00	2,943.49	22859
00-6140	SKYBLUE UTILITIES INC	10/24/2025	EFT	0.00	459,508.09	22860
00-3726	SOUTHERN TIRE MART LLC	10/24/2025	EFT	0.00	1,359.01	22861
00-2935	SOUTHWELL BRONZE, LLC	10/24/2025	EFT	0.00	2,950.00	22862
00-4657	SOUTHWEST SOLUTIONS GROUP, INC.	10/24/2025	EFT	0.00	11,669.81	22863
00-4965	STEVENS, HAILEY	10/24/2025	EFT	0.00	700.00	22864
00-4364	STUART C IRBY CO.	10/24/2025	EFT	0.00	1,812.60	22865
00-594	TECHLINE, INC	10/24/2025	EFT	0.00	19,731.10	22866
00-3319	TELLUS EQUIPMENT SOLUTIONS LLC	10/24/2025	EFT	0.00	251.64	22867
00-3518	TEXAS MATERIALS GROUP INC	10/24/2025	EFT	0.00	121,405.45	22868
00-740	TEXAS MUNICIPAL LEAGUE IRP	10/24/2025	EFT	0.00	1,119,131.58	22869
00-3020	TEXAS SPORTS SANDS INC	10/24/2025	EFT	0.00	1,187.61	22870
00-5124	THE ANCHOR GROUP, INC.	10/24/2025	EFT	0.00	11,277.00	22871
00-4215	TRC ENGINEERS, INC.	10/24/2025	EFT	0.00	37,942.02	22872
00-3601	TRIHYDRO CORPORATION	10/24/2025	EFT	0.00	88,895.32	22873
00-3581	TURF MATERIALS	10/24/2025	EFT	0.00	3,913.44	22874
00-5182	TYLER TECHNOLOGIES	10/24/2025	EFT	0.00	579.20	22875
00-4431	USALCO, LLC	10/24/2025	EFT	0.00	11,798.85	22876
00-3989	UTILITY ENGINEERING GROUP, PLLC	10/24/2025	EFT	0.00	100.00	22877
00-4349	WARD, GETZ AND ASSOCIATES, PLLC	10/24/2025	EFT	0.00	77,686.70	22878
00-9093	WILSON, SARAH	10/24/2025	EFT	0.00	259.00	22879
00-11322	WILSON, TRACY	10/24/2025	EFT	0.00	250.00	22880
00-3828	YAMAHA MOTOR FINANCE CORPORATION USA	10/24/2025	EFT	0.00	947.10	22881

Check Report

Date Range: 10/16/2025 - 10/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00-100	GUADALUPE COUNTY CLERK	10/21/2025	Regular	0.00	5,000.00	159594
00-3706	A-1 TRI-COUNTY PLUMBING, INC.	10/24/2025	Regular	0.00	4,285.50	159608
00-5955	ADVANCE STORES COMPANY, INCORPORATED	10/24/2025	Regular	0.00	132.76	159609
00-5399	BAY AREA/GENERAL CRANE SERVICE CO.	10/24/2025	Regular	0.00	896.70	159610
00-3388	ZOLL, BLANCA	10/24/2025	Regular	0.00	20.00	159611
00-1647	CENGAGE LEARNING INC	10/24/2025	Regular	0.00	9,294.93	159612
00-5866	CINTAS CORPORATION	10/24/2025	Regular	0.00	78.52	159613
00-2474	COBB FENDLEY	10/24/2025	Regular	0.00	4,898.75	159614
00-5830	DOGGETT FREIGHTLINER OF S TEXAS LLC	10/24/2025	Regular	0.00	4,935.53	159615
00-344	FEDERAL EXPRESS CORPORATION	10/24/2025	Regular	0.00	31.30	159616
00-3864	FERGUSON US HOLDINGS, INC	10/24/2025	Regular	0.00	2,589.26	159617
00-2175	FORTILINE WATERWORKS	10/24/2025	Regular	0.00	299.05	159618
00-74	GUADALUPE BLANCO RIVER AUTH.	10/24/2025	Regular	0.00	22,594.33	159619
00-4278	GUADALUPE COUNTY HOSPITAL BOARD	10/24/2025	Regular	0.00	857.50	159620
00-4787	HELENA AGRI-ENTERPRISES LC	10/24/2025	Regular	0.00	2,392.00	159621
00-8706	HOLTZ, QUINTIN C	10/24/2025	Regular	0.00	1,109.00	159622
00-102	LOWER COLORADO RIVER AUTHORITY	10/24/2025	Regular	0.00	8,396.00	159623
00-5144	MARTIN, CHRISTOPHER SHAUN	10/24/2025	Regular	0.00	4,400.00	159624
00-5908	NEW BRAUNFELS WELDERS SUPPLY, INC.	10/24/2025	Regular	0.00	351.50	159625
00-5895	OMNIBASE SERVICES OF TEXAS, LP	10/24/2025	Regular	0.00	757.60	159626
00-718	PARKVIEW VETERINARY CLINIC INC	10/24/2025	Regular	0.00	154.14	159627
00-4899	POWER ENGINEERING SERVICES, INC.	10/24/2025	Regular	0.00	400.00	159628
00-2315	PRECISION CAMERA LP	10/24/2025	Regular	0.00	4,727.41	159629
00-5844	PROGRESSIVE COMMERCIAL AQUATICS, LLC	10/24/2025	Regular	0.00	24,689.60	159630
00-2710	PUKKA INC	10/24/2025	Regular	0.00	2,664.36	159631
00-5171	SANPEC INC.	10/24/2025	Regular	0.00	289,695.00	159632
00-11263	SCARBOROUGH, DAVID	10/24/2025	Regular	0.00	8,000.00	159633
00-3248	SCHERTZ-SEGUIN LOCAL	10/24/2025	Regular	0.00	291,886.59	159634
00-157	SEEHAUSEN, BRYAN	10/24/2025	Regular	0.00	350.88	159635
00-5162	SHAUNFIELD, MYLAN W.	10/24/2025	Regular	0.00	9,879.12	159636
00-5116	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	10/24/2025	Regular	0.00	1,761.87	159637
00-3051	SPARTAN UTILITY SERVICES LLC	10/24/2025	Regular	0.00	8,123.94	159638
00-5240	SPOSARI, SHELLY R.	10/24/2025	Regular	0.00	467.35	159639
00-2622	STRIPE-IT-UP LLC	10/24/2025	Regular	0.00	1,105.90	159640
00-4269	TAFT, COLTON	10/24/2025	Regular	0.00	120.00	159641
00-4668	TECHLINE PIPE, L.P.	10/24/2025	Regular	0.00	1,815.16	159642
00-1018	TEXAS ANIMAL CONTROL ASSOC.	10/24/2025	Regular	0.00	250.00	159643
00-6180	TEXAS CHILLER SYSTEMS LLC	10/24/2025	Regular	0.00	24,119.00	159644
00-3215	TEXAS COMM. ON ENVIRONMENTAL QUALITY	10/24/2025	Regular	0.00	55,691.21	159645
00-871	TEXAS DEPT OF INFORMATION RESOURCES	10/24/2025	Regular	0.00	0.10	159646
00-605	TEXAS DEPT OF MOTOR VEHICLES	10/24/2025	Regular	0.00	7.50	159647
00-3089	TEXAS ELECTRIC COOPERATIVES, INC.	10/24/2025	Regular	0.00	18,432.51	159648
00-3089	TEXAS ELECTRIC COOPERATIVES, INC.	10/24/2025	Regular	0.00	5,402.74	159649
00-153	THE SEGUIN GAZETTE-ENTERPRISE	10/24/2025	Regular	0.00	4,398.73	159650
00-5870	VORTEX	10/24/2025	Regular	0.00	2,750.00	159651
00-8681	WALLACE, BRIAN	10/24/2025	Regular	0.00	150.00	159652
00-6215	WASTE CONNECTIONS OF TEXAS	10/24/2025	Regular	0.00	230,110.35	159653
00-2036	XEROX BUSINESS SOLUTIONS SOUTHWEST	10/24/2025	Regular	0.00	925.76	159654
00-2036	XEROX BUSINESS SOLUTIONS SOUTHWEST	10/24/2025	Regular	0.00	36.60	159655
00-2036	XEROX BUSINESS SOLUTIONS SOUTHWEST	10/24/2025	Regular	0.00	24.31	159656
00-3942	ZUNIGA, THOMAS	10/24/2025	Regular	0.00	160.00	159657

Check Report

Date Range: 10/16/2025 - 10/28/2025

Vendor Number

Vendor Name

Payment Date

Payment Type

Discount Amount

Payment Amount

Number

00-242

BECKER'S FEED & FERTILIZER, INC

10/21/2025

Bank Draft

0.00

-120.00

DFT0006231

Bank Code 1F Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	90	51	0.00	1,061,620.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	-120.00
EFT's	241	115	0.00	4,619,739.42
	332	167	0.00	5,681,239.78

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	90	51	0.00	1,061,620.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	-120.00
EFT's	241	115	0.00	4,619,739.42
	332	167	0.00	5,681,239.78

Fund Summary

Fund	Name	Period	Amount
900	COS POOLED CASH	10/2025	5,681,239.78
			5,681,239.78

MEMORANDUM

To: Mayor Dodgen and City Council Members

From: Silvia Christy, Library Director 

Copy To: Steve Parker, City Manager
Barbara Gettig, Chair of the Public Library Foundation

Subject: Public Library Foundation Board Appointments

Date: October 20, 2025

To ensure compliance with the IRS Code governing 501(a)(3) non-profits and to maintain the Foundation's status as a Type 1 Supporting Organization, the Public Library Foundation bylaws require nominees to the Foundation Board of Directors be submitted to the Mayor and City Council for approval.

The nominee for the Foundation Board is Debbie Magin. She will fill the vacant position created by Neil Klein's resignation. If approved, her term will be January 1, 2026, through December 31, 2027. The Foundation board voted at the last meeting to nominate Ms. Magin.

Staff recommend the nominee be appointed to the Public Library Foundation Board of Directors.

SEGUIN TEXAS

It's real.

ADVISORY BOARDS & COMMISSIONS APPLICATION

Name: Debbie Magin

Street Address: [REDACTED]

City, State & Zip: Seguin, Tx 78155

Phone Number: [REDACTED] Home [REDACTED] Business [REDACTED]

E-mail: [REDACTED]

Employer: retired - Guadalupe-Blanco River Authority

Occupation: Environmental Science

Business Address: N/A

How long have you been a resident of Seguin? 49 years

Are you a qualified voter of the City? yes

Please give a brief resume, including education, past employment, any special background or qualifications you have for serving on this board/commission. Use attachments, if necessary.

Please state why you wish to serve the City of Seguin as a member of a board, commission, or committee. Use attachments, if necessary.

I believe strongly in the library and its role in the quality of life in our community. It benefits all ages, all walks of life, all ethnic and cultural groups and all economic groups. I see the number of people that come to the library during my hours volunteering in the book store and I want to do everything I can to keep the library open, vibrant and enjoyed by all.

Do you currently serve on a City board or commission? _____ Yes ☒ No

If yes, which board or commission? _____

How long? _____

Do you have any relatives who work for the City of Seguin? _____ Yes ☒ No

If so, please list _____

Do you receive any direct compensation or gain from the City of Seguin? _____ Yes ☒ No

If so, what type? _____

Do you receive any direct compensation or gain from any governmental body?

☒ Yes _____ No

If so, what type? Director compensation - Springs Hill Special Utility District

Do you or a family member (including spouse, parent, child, sibling or in-law) receive any direct compensation or gain from any business entity or contractor doing business with the City of Seguin? _____ Yes ☒ No

If so, what type? _____

If selected by the Seguin City Council, on which boards/commission would you be willing to serve? Please be specific. This application will remain active for one-year, unless you are appointed to a board or commission. You must reapply, if you would like to be considered for another board or commission.

1. The Public Library Foundation Board of Directors

2. _____

3. _____

SIGNATURE: Debbie Magin DATE: 10/17/25

Resume

Debbie Colonna Magin

Seguin, Texas 78155

Guadalupe-Blanco River Authority, Seguin, Texas

From 1976 to 2014

Title Laboratory Analyst (1976 - 1982)

Responsibilities: Analysis of water and wastewater samples; data reporting; invoicing

Title Regional Laboratory Director (1982 - 1999)

Responsibilities: Management of laboratory and staff; quality assurance; analysis of water, wastewater, soil, sludge and environmental samples; data reporting and management; invoicing; purchasing; technical support of satellite laboratories

Title Director of Water Quality Services (1999 – October 31, 2014)

Responsibilities:

Oversight of Regional Laboratory staff and operations

Technical support for GBRA labs in Port Lavaca, Luling and Lockhart

Technical support to GBRA potable water and wastewater facilities

Liaison to Texas Commission on Environmental Quality on GBRA water and wastewater operations

Renewal or amendment of existing wastewater discharge permits (11 current permits ranging from 0.03 MGD to 1.5 MGD)

Renewal or amendment of existing sludge disposal site permits (one biosolid, two drinking water sludge)

Coordination of Stormwater Management Plan development and maintenance at two GBRA wastewater plants (<1.0 MGD)

Coordination of investigations into environmental concerns/spill response

GBRA Biosolids Environmental Management System team member

Management, training and technical assistance for the Texas Stream Team (Texas Watch Program) in the Guadalupe River Basin

Clean Rivers Program/Guadalupe River Basin-Project Manager

Clean Rivers Program Quality Assurance Project Plan and Data Management

Guadalupe River Instream Flow Project-Project Manager

Development of Pesticide Management Directive

General Administrative Offices/Laboratory/Warehouse Building Expansion-Co-Project Manager

Canyon Reservoir Water Quality and Regional Wastewater Planning Study-Project Manager

Eastern Hays County Regional Wastewater Planning Study-Project Manager

Vulnerability Assessments and Security Team-Project Manager

Guadalupe and Surrounding Counties Utilities Security Workgroup facilitator

Represent GBRA on committees and issues workgroups, i.e. Barton Springs

Water Quality Protection Planning Work Group, Plum Creek Watershed Protection Plan, Cypress Creek Watershed Project, Sandies, Elm and

Peach TMDL, Upper San Marcos Watershed Protection Plan project.

Member of Lower Guadalupe Water Supply Project team

Member of Western Canyon Water Treatment Plant and Transmission System Steering Committee member

Member of Plum Creek Watershed Protection Steering Committee and Water Quality and Habitat and Wastewater and Industry Subcommittees

Member of Cypress Creek Watershed Partnership Steering Committee

Member of Upper San Marcos Watershed Partnership Core Committee

Co-Chair Water Quality Subcommittee - Cypress Creek Project

Caldwell County Water and Wastewater Regional Planning Study Project Manager

Kendall County Water and Wastewater Regional Planning Study Project Manager

Geronimo and Alligator Creek Watershed Protection Plan – GBRA Project Manager

Member – Texas State Soil and Water Conservation Board Watershed Coordination Advisory Committee

TCEQ 106 grant - “*Taking Charge of Water Quality in the Plum Creek Watershed*” – Public Education and Outreach Project – GBRA Project Manager (Sept 2006- Aug 2008)

TCEQ CWA 319 grant – “*Continuous Water Quality Monitoring Network in the Guadalupe River Basin*” – GBRA Project Manager (May 2010 – Aug 2012)

TSSWCB CWA 319 grant - *Surface Water Quality Monitoring to Support Plum Creek Watershed Protection Plan Development* – GBRA Project Manager (May 2007 – Oct 2010)

GBRA Representative on San Antonio Bay Partnership

TSSWCB CWA 319 grant - “*Water Quality Monitoring in the Geronimo Creek Watershed and Facilitation of the Geronimo Creek and Alligator Creeks Watershed Partnership*” – GBRA Project Manager (Nov 2011 – Sept 2014)

TSSWCB CWA 319 grant - “*Surface Water Quality Monitoring and Additional Data Collection Activities to Support the Implementation of the Plum Creek Watershed Protection Plan*” – GBRA Project Manager (Nov 2010 – Oct 2014)

TSSWCB CWA 319 grant - “*Coordinating Implementation of the Plum Creek Watershed Protection Plan*” – GBRA Project Manager (Nov 2011 – Oct 2014)

TSSWCB CWA 319 grant - “*Investigating inot Contributions of Nitrate-Nitrogen to Plum Creek, Geronimo Creek and the Underlying Leona Aquifer*” – GBRA Project Manager (Oct 2013 – Sept 2016)

TSSWCB CWA 319 grant – “*Preliminary evaluation of VTA effectiveness to protect runoff water quality on smalll pork production facilities in \ Texas- Phase I*” (subcontract with TAMU Water Resources Institute) – GBRA Project Manager (Jul 12- Aug 13)

TSSWCB CWA 319 grant – “*Evaluation and Demonstration of VTA effectiveness to protect runoff water quality on smalll pork production facilities in Texas (TMDL-2014-13003-31023)*” (subcontract with TAMU Water Resources Institute) – GBRA Project Manager (Sept 2013 – Aug 2015)

Arcadis

Title Part-Time Water Resource (2015-2020)

Responsibilities: Assist with the preparation of a watershed protection plan for the Comal River and Dry Comal Creek. Assist with preparation of grant for implementation of the watershed protection plan.

Professional Associations

Texas Water Utilities Association

1997 President, 1996 President-Elect, 1995 Vice-President, 1998-1999 Management Committee

Laboratory Analyst Section (President, President-Elect, Treasurer(current))

Alamo Water/Wastewater Laboratory Analyst Chapter

Voluntary Laboratory Analyst Certification Advisory Committee

Public Education Committee

Historian

Awards Committee

Ad Hoc Committee-Executive Director Search

Nomination Committee

Texas Commission on Environmental Quality Advisory Committees:

Stream Assessment

Mercury in Fish Tissue

Operator Certification - 2006

Texas Watch Advisory Council

Texas Parks and Wildlife Department Task Force on Aquatic Herbicide Policy

Texas Department of Agriculture's River Authorities and State Agencies Committee on Aquatic Herbicide Regulation

Texas Natural Resource Conservation Commission-Statewide Bacterial Study Advisory Committee

General Land Office-Coastal Bacterial Study Advisory Committee

American Water Works Association-Texas Section - Management Committee

Water Environment Federation

Guadalupe/San Antonio Environmental Flows - Member (Non-voting) Basin and Bays Expert Science Team (BBEST)

San Antonio Bay Foundation Board Member

Publications

A Water Quality Index Based On Requirements for Contact Recreation., Southwest Texas State University, Major Thesis, 1988.

Manual of Wastewater Treatment: Laboratory and Reporting, Texas Water Utilities Association, 1991.

Manual of Water Treatment, (in process), Texas Water Utilities Association.

Water Well Guide: Common Questions, Common Problems, Common Solutions, Guadalupe-Blanco River Authority, 1993.

Education

B.S. Biology - Southwest Texas State University 1976
Microbiology (3 hours) – Texas Lutheran College 1979
M.S. Biology (Aquatic) - Southwest Texas State University 1988

Certifications

TWUA Voluntary Laboratory Analyst Certification - Level “A” Certificate

Civic & Community Activities

Chamber of Commerce Chairman, Education Partnership Committee (17 yrs)
Adopt-A-School Committee
Industrial Expo Committee
Director 1997

St. James Catholic Church - Parish Council (1984) - Committee member
Sunday School Teacher (11 years)

PTA (Burgess Kindergarten, Ball Elementary, Patlan Elementary, Oak Park Elementary, and Saegert Middle School, Seguin High School, City Council PTA)- Offices Held: Burgess Secretary, Oak Park- President, Patlan - City Council PTA Representative, and Saegert - President (2 yrs), City Council PTA - President (2 yrs)

Seguin Sports Booster Club

Odyssey of the Mind/Destination Imagination Team Manager (26 years)

Seguin Noon Lions Club
1999-2001 Director

Beta Sigma Phi – Preceptor Chapter – 2003-present; Vice-president (2017-18); President (2018-19)

Guadalupe Regional Medical Center Chaplaincy – Eucharistic Minister (2010-present)

Seguin Education Foundation – Co-President (2010-11); President (2012); Treasurer (2013-14); President (2015-present)

Irma Lewis Seguin Outdoor Learning Center Board/Foundation Member (2014-present); Curriculum Committee member

Friends of the Library member; Book store volunteer (2016-present)

Central Texas Technology Center Advisory Board (2015-2021)

Springs Hill Water Supply Corporation/Springs Hill Special Utility District Board Member (2016-present)

Guadalupe County Texas Master Naturalist (2014-21)

Awards

Leadership Award, Laboratory Analyst Section, Texas Water Utilities Association, 1984.
Award for Academic Excellence, School of Science, Southwest Texas State University, 1986,
1987, 1989.
Distinguished Service Award, Laboratory Analyst Section, Texas Water Utilities
Association, 1989.
Distinguished Service Award, Laboratory Analyst Section, Texas Water Utilities Association,
1990.
Vision '92, Seguin-Gazette Enterprise, Seguin, Texas, 1992.
Founders Day Award, F.C. Weinert Elementary PTA, 1993, Joe F. Saegert Middle School PTA,
1994.
Education Service Award, Seguin - Guadalupe County Chamber of Commerce, 1997.
Appreciation Award - Seguin High School Science Department - Contributions of time and effort
to Science Fair students, 1998.
Special Recognition Award, 1999 – Texas Water Utilities Association.
Meritorious Service Award, 2002 – Texas Water Utilities Association.
TWUA Laboratory Analyst Section - Debbie McReynolds-Debbie Magin Scholarship – created
March 2011
TCEQ 2013 Environmental Excellence Award Finalist

MEMORANDUM

To: City of Seguin Mayor, Council Members, and City Manager
From: Pamela Centeno, Director of Planning & Codes
Through: Rick Cortes, Deputy City Manager
Subject: **Resolution releasing properties from the City's ETJ as requested by Mullins Ranch Seguin LLC for Property ID No.'s 62493, 62494, 62500, and 62501**
Date: October 23, 2025

Historical Background

Senate Bill 2038, passed during the 2023 legislative session, provides procedures for a landowner to seek release from a municipality's extraterritorial jurisdiction (ETJ) by filing a Petition with the City. The petition must meet certain requirements to qualify for release.

The City of Seguin has received a request from Mullins Ranch Seguin LLC to release a total of 257.115 acres of land from the City's ETJ. Mullins Ranch Seguin LLC is the sole owner of the properties.

Action Requested

Staff is requesting action on the property owner's request to release the subject properties from the ETJ.

Recommendation

Staff has verified that the request meets the requirements of the State statute. Per the State statute, the City of Seguin is required to release the properties from the ETJ.

Attachments

- Petition for Release from the ETJ
- Resolution

STATE OF TEXAS

A RESOLUTION ACCEPTING THE PETITION FOR RELEASE FROM THE CITY'S EXTRATERRITORIAL JURISDICTION FILED BY MULLINS RANCH SEGUIN LLC FOR FOUR PARCELS OF LAND WITH PROPERTY ID NO.'S 62493, 62494, 62500, AND 62501 ALONG ELM CREEK RD, AND GRANTING THE REQUEST FOR RELEASE EFFECTIVE THE DATE OF THE PASSING OF THIS RESOLUTION

WHEREAS, during the 2023 session the Texas Legislature passed Senate Bill 2038 wherein a landowner could petition a municipality for release of their property from the City's extraterritorial jurisdiction; and

WHEREAS, Mullins Ranch Seguin LLC filed a Petition for release from the City's extraterritorial jurisdiction for four parcels of land with Property ID No.'s 62493, 92494, 62500, and 62501, totaling approximately 257.115-acres of land located on Elm Creek Rd, Seguin, Texas; and

WHEREAS, Mullins Ranch Seguin LLC have presented the City with a Petition for Release from the City's extraterritorial jurisdiction that meets the requisites of the Statute; and

WHEREAS, the Petition submitted by Mullins Ranch Seguin LLC meets the requisites of the new law.

NOW THEREFORE BE IT RESOLVED by the City Council of Seguin, Texas:

PART 1. The Petition for release of four parcels of land owned by Mullins Ranch Seguin LLC is accepted.

PART 2. The parcels of land, totaling approximately 257.115 acres and situated in the A.C. Davis Survey, A-105, with Property ID No.'s 62493, 62494, 62500, and 62501, and more particularly described in the attached property metes and bounds, are hereby released from the extraterritorial jurisdiction (ETJ) of the City of Seguin.

PART 3. City staff are hereby directed to amend the official maps of the City of Seguin to reflect the above release of land from the City's extraterritorial jurisdiction.

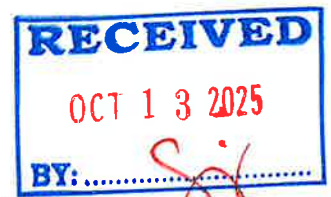
PART 4. This Resolution is in full force and effect beginning November 5, 2025.

PASSED AND APPROVED on the 4th day of November 2025.

DONNA DODGEN
MAYOR

ATTEST:

Kristin Mueller
City Secretary



PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF SEGUIN,
TEXAS:

MULLINS RANCH SEGUIN, LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 257.115 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Seguin, Texas (the "City"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

I.

sj ✓ The Petitioner holds fee simple title to the Land, and hereby represents that they own a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Guadalupe Appraisal District, attached hereto as **Exhibit C**.

II.

10-13-25
sj ✓ The Petitioner represents that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioner represents that the Land has not been voluntarily annexed into the extraterritorial jurisdiction that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117

of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

 The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.044 of the Texas Local Government Code.

VI.

 The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully prays that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives the petition or the next meeting of municipality's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on September 23, 2025.

MULLINS RANCH SEGUIN, LLC,
a Texas limited liability company

By: 
Name: Daniel C. Mullins
Title: Manager
DOB: 7/16/1978
Residence Address: 217 Tuttle
San Antonio, TX 78209
Date of Signing: 9/23/25

THE STATE OF TEXAS
COUNTY OF Uvalde

§
§
§

This instrument was acknowledged before me on Sept 23, 2025, by Daniel C. Mullins, as Manager of MULLINS RANCH SEGUIN, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)




Notary Public, State of Texas

Attachments:

- Exhibit A: Description of the Land
- Exhibit B: Map of the Land
- Exhibit C: Certificate of Ownership

Exhibit A
Description of the Land

See attached.

FIELD NOTES FOR A 257.115 ACRE TRACT OF LAND

A **257.115 acre** tract of land, located in the Abner C. Davis Survey No. 24, Abstract 105, Guadalupe County, Texas, and being all of a called 123.87 acre tract of land, all of a called 21.117 acre tract of land, all of a called 15.0 acre tract of land and all of a called 97.23 acre tract of land, all as described of record in Volume 1821, Page 685 of the Official Public Records of Guadalupe County, Texas. Said **257.115 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod in the apparent westerly right-of-way line of County Road 411, a.k.a. Elm Creek Road, no record found, at the southeast corner of a called 98.727 acre tract of land as described of record in Document No. 201999027572 of the Official Public Records of Guadalupe County, Texas, for the northeast corner of said 123.87 acre tract and the tract described herein;

THENCE: S 24° 01' 26" E, with the apparent westerly right-of-way line of Elm Creek Road and the northeast line of said 123.87 acre tract, a distance of **1532.23 feet** to a found $\frac{1}{2}$ " iron rod at the southeast corner of said 123.87 acre tract, the northeast corner of said 97.23 acre tract and for an angle of the tract described herein;

THENCE: S 24° 00' 20" E, continuing with the apparent westerly right-of-way line of Elm Creek Road and the northeast line of said 97.23 acre tract, a distance of **924.20 feet** to a found 2" iron pipe fence post at the northeast corner of a called 3.0 acre tract of land as described of record in Volume 619, Page 102 of the Deed Records of Guadalupe County, Texas, for the east corner of said 97.23 acre tract and the tract described herein;

THENCE: S 66° 46' 52" W, departing said apparent westerly right-of-way line of Elm Creek Road, with the northwest line of said 3.0 acre tract, the northwest line of a called 47.0 acre tract of land as described of record in Volume 359, Page 366 of the Deed Records of Guadalupe County, Texas, and the southeast line of said 97.23 acre tract, a distance of **722.81 feet** to a found $\frac{1}{2}$ " iron rod at the northwest corner of said 47.0 acre tract, the northeast corner of a called 51.93 acre tract of land as described of record in Document No. 202099001185 of the Official Public Records of Guadalupe County, Texas, for an angle of said 97.23 acre tract and the tract described herein;

THENCE: S 65° 53' 29" W, with the northwest lines of the following tracts of land; said 51.93 acre tract, a called 25.00 acre tract of land as described of record in Volume 1815, Page 154 of the Official Public Records of Guadalupe County, Texas, a called 20.84 acre tract of land as described of record in Volume 1452, Page 814 of the Official Public Records of Guadalupe County, Texas, a called 15.0 acre tract of land as described of record in Volume 836, Page 563 of the Official Records of Guadalupe County, Texas, and a called 10.91 acre tract of land as described of record in Volume 740, Page 59 of the Official Records of Guadalupe County, Texas, and the southeast line of said 97.23 acre tract, a distance of **3817.55 feet** to a found 6" wood fence post at the southeast corner of a called 260-1/2 acre tract of land as described of record in Volume 3015, Page 1050 of the Official Public Records of Guadalupe County, Texas, the southwest corner of said 97.23 acre tract and the tract described herein, from which a found $\frac{1}{2}$ " iron rod for the northwest corner of said 10.91 acre tract bears, S 64° 56' 01" W, a distance of 8.65 feet;

THENCE: With the northeast line of said 2260-1/2 acre tract, and the westerly lines of the following tracts; said 97.23 acre tract, said 21.117 acre tract and said 15.0 acre tract, the following two (2) courses:

1. **N 23° 14' 25" W**, a distance of **953.80 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle, and
2. **N 24° 31' 02" W**, a distance of **1536.97 feet** to a found $\frac{1}{2}$ " iron rod at the southwest corner of said 98.727 acre tract, the northwest corner of said 15.0 acre tract and the tract described herein;

THENCE: With the southeast line of said 98.727 acre tract, and the northwest lines of said 15.0 acre tract and said 123.87 acre tract, the following eight (8) courses:

1. **N 66° 27' 20" E**, a distance of **1442.00 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle,
2. **N 63° 41' 20" E**, a distance of **288.72 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle,
3. **N 68° 11' 20" E**, a distance of **451.63 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle,
4. **N 66° 31' 20" E**, a distance of **775.55 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle,
5. **N 66° 11' 20" E**, a distance of **386.03 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle,
6. **N 66° 41' 20" E**, a distance of **737.15 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle,
7. **N 66° 03' 20" E**, a distance of **354.52 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle, and
8. **N 67° 11' 20" E**, a distance of **105.91 feet** to the **POINT OF BEGINNING** and containing **257.115 acres** of land situated in Guadalupe County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Field work performed in April, 2022.



Job # 22-4046 – 257.115 Acres

Date: May 9, 2022

Exhibit B
Map of the Land

See attached.



LOCATION MAP

ADDRESS: 2720 ELM CREEK RD, SEGUIN, TX 78155

Exhibit C
Certificate of Ownership

See attached.

GUADALUPE APPRAISAL DISTRICT
CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Guadalupe County, Texas, and find that, as of September 15, 2025, the property described and attached hereto, is assessed on the appraisal rolls of Guadalupe County, Texas, for the tax year 2025 in the name(s) of:

MULLINS RANCH SEGUIN LLC

10-13-25
S. J.

<u>OWNER/ACCOUNT</u>	<u>ACREAGE</u>	<u>VALUE</u>
		<u>MARKET</u>
✓ MULLINS RANCH SEGUIN LLC PID #62493	123.62 ACS	\$1,274,719
✓ MULLINS RANCH SEGUIN LLC PID #62494	.25 AC	\$2,578
✓ MULLINS RANCH SEGUIN LLC PID #62500	132.847 ACS	\$1,377,030
✓ MULLINS RANCH SEGUIN LLC PID #62501	.50 AC	\$10,951

CERTIFIED this 15TH day of SEPTEMBER, 2025.

By: 

Name: Peter Snaddon

Title: CHIEF APPRAISER

FIELD NOTES FOR A 257.115 ACRE TRACT OF LAND

A **257.115 acre** tract of land, located in the Abner C. Davis Survey No. 24, Abstract 105, Guadalupe County, Texas, and being all of a called 123.87 acre tract of land, all of a called 21.117 acre tract of land, all of a called 15.0 acre tract of land and all of a called 97.23 acre tract of land, all as described of record in Volume 1821, Page 685 of the Official Public Records of Guadalupe County, Texas. Said **257.115 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod in the apparent westerly right-of-way line of County Road 411, a.k.a. Elm Creek Road, no record found, at the southeast corner of a called 98.727 acre tract of land as described of record in Document No. 201999027572 of the Official Public Records of Guadalupe County, Texas, for the northeast corner of said 123.87 acre tract and the tract described herein;

THENCE: S 24° 01' 26" E, with the apparent westerly right-of-way line of Elm Creek Road and the northeast line of said 123.87 acre tract, a distance of **1532.23 feet** to a found ½" iron rod at the southeast corner of said 123.87 acre tract, the northeast corner of said 97.23 acre tract and for an angle of the tract described herein;

THENCE: S 24° 00' 20" E, continuing with the apparent westerly right-of-way line of Elm Creek Road and the northeast line of said 97.23 acre tract, a distance of **924.20 feet** to a found 2" iron pipe fence post at the northeast corner of a called 3.0 acre tract of land as described of record in Volume 619, Page 102 of the Deed Records of Guadalupe County, Texas, for the east corner of said 97.23 acre tract and the tract described herein;

THENCE: S 66° 46' 52" W, departing said apparent westerly right-of-way line of Elm Creek Road, with the northwest line of said 3.0 acre tract, the northwest line of a called 47.0 acre tract of land as described of record in Volume 359, Page 366 of the Deed Records of Guadalupe County, Texas, and the southeast line of said 97.23 acre tract, a distance of **722.81 feet** to a found ½" iron rod at the northwest corner of said 47.0 acre tract, the northeast corner of a called 51.93 acre tract of land as described of record in Document No. 202099001185 of the Official Public Records of Guadalupe County, Texas, for an angle of said 97.23 acre tract and the tract described herein;

THENCE: S 65° 53' 29" W, with the northwest lines of the following tracts of land; said 51.93 acre tract, a called 25.00 acre tract of land as described of record in Volume 1815, Page 154 of the Official Public Records of Guadalupe County, Texas, a called 20.84 acre tract of land as described of record in Volume 1452, Page 814 of the Official Public Records of Guadalupe County, Texas, a called 15.0 acre tract of land as described of record in Volume 836, Page 563 of the Official Records of Guadalupe County, Texas, and a called 10.91 acre tract of land as described of record in Volume 740, Page 59 of the Official Records of Guadalupe County, Texas, and the southeast line of said 97.23 acre tract, a distance of **3817.55 feet** to a found 6" wood fence post at the southeast corner of a called 260-1/2 acre tract of land as described of record in Volume 3015, Page 1050 of the Official Public Records of Guadalupe County, Texas, the southwest corner of said 97.23 acre tract and the tract described herein, from which a found ½" iron rod for the northwest corner of said 10.91 acre tract bears, S 64° 56' 01" W, a distance of 8.65 feet;

THENCE: With the northeast line of said 2260-1/2 acre tract, and the westerly lines of the following tracts; said 97.23 acre tract, said 21.117 acre tract and said 15.0 acre tract, the following two (2) courses:

1. **N 23° 14' 25" W**, a distance of **953.80 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle, and
2. **N 24° 31' 02" W**, a distance of **1536.97 feet** to a found ½" iron rod at the southwest corner of said 98.727 acre tract, the northwest corner of said 15.0 acre tract and the tract described herein;

THENCE: With the southeast line of said 98.727 acre tract, and the northwest lines of said 15.0 acre tract and said 123.87 acre tract, the following eight (8) courses:

1. **N 66° 27' 20" E**, a distance of **1442.00 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle,
2. **N 63° 41' 20" E**, a distance of **288.72 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle,
3. **N 68° 11' 20" E**, a distance of **451.63 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle,
4. **N 66° 31' 20" E**, a distance of **775.55 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle,
5. **N 66° 11' 20" E**, a distance of **386.03 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle,
6. **N 66° 41' 20" E**, a distance of **737.15 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle,
7. **N 66° 03' 20" E**, a distance of **354.52 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for an angle, and
8. **N 67° 11' 20" E**, a distance of **105.91 feet** to the **POINT OF BEGINNING** and containing **257.115 acres** of land situated in Guadalupe County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Field work performed in April, 2022.



Job # 22-4046 – 257.115 Acres

Date: May 9, 2022



ECONOMIC DEVELOPMENT CORPORATION

To: Donna Dodgen, Mayor
Seguin City Council

CC: Steve Parker, City Manager
Mark Kennedy, City Attorney

From: Josh Schneuker
Director of Economic Development | SEDC Executive Director

Date: 11-04-2025

Subject: Resolution Designating a Chairperson on the Board of Directors for Tax Increment Reinvestment Zone Number One (TIRZ #1), City of Seguin, Texas

Overview

On August 20, 2024, the City Council of the City of Seguin approved Ordinance No. 2024-037, establishing Tax Increment Reinvestment Zone Number One (TIRZ #1) within the Seguin City limits. Section 4 of this Ordinance outlines the responsibilities of the City Council in both appointing a five-member Board of Directors for TIRZ #1 within sixty (60) days after the creation Ordinance's execution, as well as designating one of the five-member board as Chairperson. As the TIRZ #1 Board of Directors shall act as a recommending body to the City Council, via the authorization of such Resolutions related to the administration of the TIRZ #1 funding and body, a Chairperson serving on this Board is meant to act as the signatory to such documents.

On September 30, 2024, City Council passed Resolution 2024R-213, which established an appointed five-member body to the TIRZ #1 Board of Directors and named such members to serve a two-year term; however, no Chairperson was assigned at this time. As the TIRZ #1 Board is approaching a need to convene and begin consideration of a recommendation to the City Council regarding their finalized Project and Financing Plan, a critical step in the creation process of a tax increment reinvestment zone, having an identified Chairperson is prudent at this time.

The Resolution before the City Council herein identifies City Councilmember and TIRZ #1 Board member Jason Biesenbach as the Chairperson for the TIRZ #1 Board of Directors, until their service expires at the end of a two-year term that began on September 30, 2024.

Fiscal Impact

None

Staff Recommendation

Staff recommends approval of the Resolution designating Councilmember & TIRZ #1 Board member Jason Biesenbach as Chairperson of Tax Increment Reinvestment Zone Number Three (TIRZ #1), City of Seguin, Texas.

Attachments

1. Resolution 2025R-_____

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, DESIGNATING A CHAIRPERSON FOR THE BOARD OF DIRECTORS OF SEGUIN TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (TIRZ #1), AS REQUIRED BY THE CREATION ORDINANCE.

WHEREAS, the City Council of the City of Seguin adopted Ordinance No. 2024-037 on August 20, 2024, creating Seguin Tax Increment Reinvestment Zone Number One (TIRZ #1); and

WHEREAS, Section 4 of said Ordinance establishes that the City Council shall designate a member of the Board of Directors to serve as Chairperson; and

WHEREAS, the City Council approved the appointment of five members to serve on the TIRZ #1 Board of Directors by Resolution No. 2024R-213, adopted on September 30, 2024; and

WHEREAS, the City Council is required to designate a Chairperson in accordance with the requirements of the creating ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, THAT:

1. The City Council hereby designates Councilmember Jason Biesenbach to serve as Chairperson of the Board of Directors for Seguin Tax Increment Reinvestment Zone Number One (TIRZ #1).
2. In accordance with the creation ordinance, a Chairperson shall be reappointed by the City Council as the terms of the Board of Directors expire, to ensure continued compliance with the governance structure established for TIRZ #1.

PASSED and APPROVED this the 4th day of November 2025.

DONNA DODGEN
MAYOR

ATTEST:

Kristin Mueller, City Secretary

It's real.

Memorandum

To: Mayor and City Council Members
Steve Parker, City Manager

From: Melissa Reynolds, P.E., MPA, CFM, City Engineer

Through: Rick Cortes, Deputy City Manager

Subject: Resolution of the City Council of the City of Seguin, Texas authorizing the City Manager to execute Change Order No. 5 with D&D Contractors, Inc. for the North Heideke Street Drainage Improvement Project (a GLO CDBG-MIT Grant Project) for a decrease of \$2,673.10; and declaring an effective date.

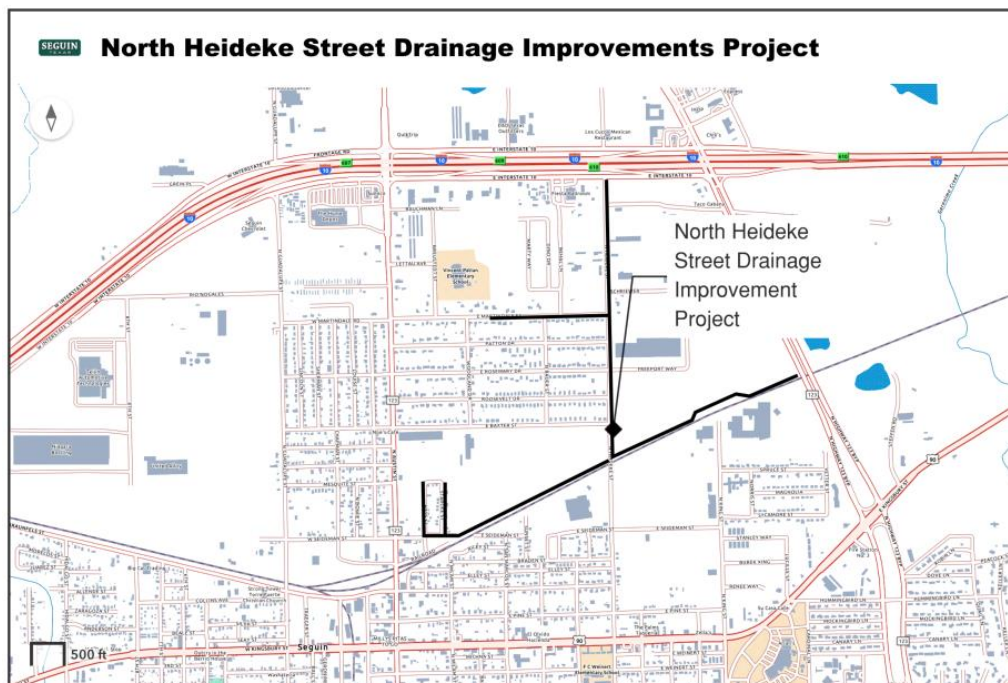
Date: November 4, 2025

Historical Background

The City of Seguin was awarded a grant from the General Land Office for flood mitigation and infrastructure improvements in the amount of \$37,891,885.50. This grant is for construction of drainage improvements in the following four areas:

Walnut Branch
Mays Creek
North Heideke
North Guadalupe

In December 2021, City Council awarded project related engineering services to TRC Companies, Inc. On December 17, 2024, the construction contract was awarded to D&D Contractors, Inc. in the amount of \$17,911,808.79. On August 19th, City Council authorized Change Order Nos. 1, 2, and 3. On October 4th, City Council authorized Change Order No. 4.



It's real.

Original Contract **\$ 17,911,808.79**

Change Order	Impact	Cumulative Cost
1	\$ 25,810.69	\$ 17,937,619.48
2	\$ 2,447.23	\$ 17,940,066.71
3	\$ 3,031.22	\$ 17,943,097.93
4	\$ (2,683.57)	\$ 17,940,414.36
5	\$ (2,673.10)	\$ 17,937,741.26
TOTAL	\$ 25,932.47	

Action Requested

A change order has been requested to memorialize Change Order No. 5 for modification to drainage construction items and electric light poles and conduits. The contract price will be decreased with Change Order No. 5 to \$17,937,741.26.

Procurement Methodology & Funding Source

This project originally went through the formal bidding process under bid number AF-2025-17. Funding for this change order has been secured through bonds and GLO CDBG-MIT grants

Staff Recommendation

Staff recommends the approval of this change order.

ATTACHMENTS

1. 2025-11-04 Resolution GLO Heideke CO
2. Change Order No. 5

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 5 WITH D&D CONTRACTORS, INC. FOR THE NORTH HEIDEKE STREET DRAINAGE IMPROVEMENT PROJECT (A GLO CDBG-MIT GRANT PROJECT, CONTRACT NUMBER 22-085-008-D236) FOR A DECREASE OF \$2,673.10; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Seguin was awarded a grant from the General Land Office for flood mitigation and infrastructure improvements; and

WHEREAS, the City was notified by the General Land Office that the North Heideke Street Drainage Improvement Project (the "Project") was selected for grant funding; and

WHEREAS, the North Heideke Street Drainage Improvement Project includes flood mitigation and infrastructure improvements' and

WHEREAS, the City contracted with TRC Companies, Inc. to design the North Heideke Street Drainage Improvements Project and assist in bidding of the project; and

WHEREAS, the construction contract was awarded to D&D Contractors, Inc.; and

WHEREAS, Change Order Nos. 1 though 4 were previously authorized; and

WHEREAS, Change Order No. 5 is requested for adjustment to light poles and conduits and reduction of 9'x3' by jack and bore and installing additional 9'x3' reinforced concrete boxes by shoring; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Seguin, Texas:

SECTION 1. Change Order No. 5 is hereby approved.

SECTION 2. The City Manager, Steve Parker, is authorized to execute Change Order No. 5 with D&D Contractors, Inc. for the North Heideke Street Drainage Improvement Project for a contract price decrease of \$2,673.10.

SECTION 3. This resolution is effective on the date of its passing.

PASSED AND APPROVED THIS 4th DAY OF NOVEMBER 2025.

Donna Dodgen
Mayor

ATTEST:

Kristin Mueller
City Secretary



809 E. Court Street
Suite 106
Seguin, Texas 78155

† 512.201.1206
T.B.P.E. #F-8632

September 18, 2025

Mr. Billy Hornung, P.E. Project Engineer
City of Seguin
P.O. Box 591
Seguin, Texas 78156-0591

**RE: GLO Contract No. 22-085-008-D236
North Heideke Street Drainage Improvement Project
Change Order # 5**

Dear Mr. Hornung:

Attached for execution by the City is one (1) original Change Order No. 5 for the above-referenced project. Change Order No. 5 is the removal and replacing light poles and conduits using modified light pole base foundation and a reduction of 9'x3' RCB by jack and bore and installing additional 9'x3' RCB by shoring.

Upon execution, please scan and email one (1) copy to this office and one (1) copy to D&D Contractors, Inc. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Mullan".

Philip M. Mullan, P.E.
Area Director – Infrastructure

Cc: Ms. Melissa Reynolds, P.E., MPA, CFM, City of Seguin
Mr. Matt Pekar, City of Seguin
Ms. Pamela Herrera, City of Seguin



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: City of Seguin	GLO Contract Number: 22-085-008-D236	Date: 9/18/2025
Engineer Name Address & Phone	Subrecipient Name, Address, & Phone Number:	Contractor Name, Address & Phone Number:
TRC Engineers, Inc. 809 E. Court St., Suite 106 Seguin, TX 78155 (512) 201-1206	City of Seguin P.O. Box 591 Seguin, Texas 78156 (830) 401-2337	D&D Contractors, Inc. 1463 Bolton Road Marion, Texas 78124 (830) 358-9206
Project #: 450711	Bid Package #: 	Change Order #: 5
Contract Origination Date: 		Project Description: North Heideke Street Drainage Improvements

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
CO 5.1 P. 107	Deduct 3 EA at Unit Price of \$7,489.15 to remove and replace light poles. No change in completion schedule.	(\$22,467.45)	
CO 5.2	3 EA at Unit Price of \$8,200.00 to remove and replace light poles with a modified light pole base. No change in completion schedule.		\$24,600.00
CO 5.3 P. 96	Deduct 1 LF at Unit Price of \$6,615.80 to install 9'x3' RCB by Jack & Bore. No change in completion schedule.	(\$6,615.80)	
CO 5.4	1 LF at Unit Price of \$1,888.01 to install shoring for the 9'x3' RCB. No change in completion schedule.		\$1,888.01
CO 5.5	Deduct 1 LS at Unit Price of \$77.86 for added 3% bond premium. No change in completion schedule.	(\$77.86)	

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:	\$17,911,808.79
Cumulative Previous Change Order(s) Total:	\$28,605.57
Contract Price Prior to this Change Order:	\$17,940,414.36
Net Increase/Decrease of this Change Order:	(\$2,673.10)

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	610
Net Change from Previous Change Order(s) in Days:	0
Contract Time Prior to this Change Order in Days:	610
Net Increase/Decrease of this Change Order in Days:	0



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	\$17,937,741.26	Contract Time with All Approved Change Orders in Days:	610
Cumulative Percent Change in Contract Price (+/-)	-0.01%	Subrecipient Contract End Date:	10/31/2026
Construction Contract Start Date:	2/5/2025	Construction Contract End Date:	10/8/2026

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

***This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements**

Signed by: 9/19/2025		DocuSigned by: 9/19/2025	
Subrecipient Signature	Engineer Signature	Contractor Signature	
Steve Parker, City Manager	Philip M Mullan, P.E	Gerald McLeod Jr., Project Manager	
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)	
Subrecipient Signature		Contractor Signature	

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change

If there is a change, how many beneficiaries will be affected?

Total LMI

2. Effect of this change on the scope of work: ☐ Increase ☐ Decrease ☒ No Change

3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? ☐ Yes ☒ No

If "no", explain:

C05.1- This change due to the removal and replacing of the light pole and conduits C05.2 - This change due to the modification of the light pole foundation. C05.4 - This is to change from 9'x3' RCB and boring to 9'x3' RCB with additional shoring around the LCRA power poles. C05.5 - This is for the decrease of the bond premium for the changed work.
--

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☒ No

If "yes", is an environmental assessment required?

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COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

- | | | | | |
|--|-------------------------------------|-----|--------------------------|----|
| 6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)? | ☒ | Yes | ☐ | No |
| 7. Is the CCN permit still valid? (sewer projects only) | ☒ | Yes | ☐ | No |
| 8. Are the disability access requirements/approval still valid (if applicable)? | ☒ | Yes | ☐ | No |
| 9. Are other Disaster Recovery contractual special condition clearances still valid? | ☒ | Yes | ☐ | No |

If "no", explain:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



D&D Contractors, Inc.

Master Client Change Order Agreement



Project #	1432	Owner	City of Seguin
Project	N.Heideke Street Drainage	Date:	9/15/2025
D&D CO #	5	SUB CO#	

This authorization provides for the following modifications or additions:

Light Pole foundations revision / Modification

Item No	Description	Unit	QTY	Unit Price	Total
	Remove and replace Light Pole & Conduits	EA	-3	\$7,489.15	-\$22,467.45
	Remove and rplace Light poles and Conduits using modified Light pole base detail.Light Pole Foundations (Modified)	EA	3	\$8,200.00	\$24,600.00
CO4-4 (66)	Jack & Bore or Tunnel for Furnishing & Installing 9'x3' RCB	LF	-1	\$6,615.80	-\$6,615.80
CO4-5	9x3 RCB with Additional Shoring	LF	1	\$1,888.01	\$1,888.01
	3% bond premium	LS	1	-\$77.86	-\$77.86
	TOTAL				(\$2,673.10)

Contract Value:

The Original Contract Sum	\$17,911,808.79
Net Change by Previously Authorized Requests and Change Orders	\$28,605.57
The Contract Sum Prior to This Change Order	\$17,940,414.36
The Contract Sum will be Increased/Decreased by this change order	(\$2,673.10)
The New Contract Sum including this Change order Request	\$17,937,741.26

Except for such CHANGES as are set forth herein, all of the terms and conditions of your contract, and as it may have been before modified in writinng, shall be and reamin the same.

Owner/ Engineer		D&D Contractors - Project Manager
Name:		Name: Gerald McLeod, Jr.
X		X <i>Gerald E. McLeod, Jr.</i>
Date:		Date: 9/15/2025

For Office use only	TR		Initials	
	QB		Initials	
	PA		Initials	

Memorandum

To: Mayor and City Council Members
Steve Parker, City Manager

From: Timothy J. Howe, Director of Utilities

Through: Rick Cortes, Deputy City Manager

Cc: Adam Ryals, Utility Warehouse Superintendent

Subject: Resolution authorizing the purchase of two insulated pad-mount switches and base

Date: November 4th, 2025

Historical Background

The Electric Utilities Department periodically purchases insulated pad-mount switches for system maintenance, upgrades, and upcoming projects. These purchases are made in compliance with current procurement policy and procedures. Maintaining an inventory of critical equipment is necessary for the city to provide reliable utility service.

Action Requested

Consider a resolution authorizing the purchase of two insulated pad-mount switches and base.

Procurement Methodology & Funding Source

Five (5) sealed bids were read on October 7, 2025. The total bid amounts ranged from \$150,184.89 from Techline Inc. of San Antonio, Texas to \$161,793.39 from Anixter of San Antonio, Texas, as shown on the bid tabulation. Techline Inc. of San Antonio, Texas. submitted the lowest total bid in the amount of \$150,184.89 with a lead time of 58 weeks.

Funding for this purchase will come from the Utility Fund Electric Inventory account.

Staff Recommendation

It is recommended that Techline Inc. of San Antonio, Texas be awarded the purchase of the two insulated pad-mount switches and base in an amount not to exceed \$150,184.89.

ATTACHMENTS

1. Resolution - Purchase of two insulated pad-mount switches and base
2. Bid Tab AF-2026-05

CITY OF SEGUIN

RESOLUTION NO. _____

STATE OF TEXAS

**A RESOLUTION OF THE CITY COUNCIL OF SEGUIN, TEXAS AUTHORIZING
THE PURCHASE OF INSULATED PAD MOUNT SWITCHES AND BASE FOR
ELECTRIC UTILITIES AND DECLARING AN EFFECTIVE DATE.**

WHEREAS, bids were solicited for the purchase of two insulated pad-mount switches and base for use on new development projects and restocking purposes by the Electric Utilities department; and

WHEREAS, five bids were received ranging from \$150,184.89 to \$161,793.39; and

WHEREAS, City staff recommends the purchase of the two insulated pad-mount switches and base in the amount of \$150,184.89 from Techline Inc. of San Antonio, Texas at the unit prices submitted on bid number AF-2026-05.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas:

Part 1. The purchase of the two insulated pad-mount switches and base in the amount of \$150,184.89 from Techline Inc. of San Antonio, Texas at the unit prices as submitted on bid number AF-2026-05 is hereby approved.

Part 2. This Resolution is effective from and after the date of its passing.

PASSED AND APPROVED this November 4th, 2025.

DONNA DODGEN, MAYOR

ATTEST:

Kristin Mueller
City Secretary

23-Oct			BID TAB AF-2026-05			Anixter			KBS			Techline			Technology International			TEC		
Commodity #	QTY	Item Description	Cost	Total	Lead	Cost	Total	Lead	Cost	Total	Lead	Cost	Total	Lead	Cost	Total	Lead			
285-077-10003	2	Insulated Pad Mount Switch	\$ 76,669.62	\$ 153,339.24	64-66 wks	\$ 72,277.00	\$ 144,554.00	64-66 wks	\$ 71,001.00	\$ 142,002.00	58 wks	\$ 75,960.00	\$ 151,920.00	64-66 wks	\$ 73,038.00	\$ 146,076.00	56 wks			
285-077-10017	1	12-Inch Riser Base	\$ 8,454.15	\$ 8,454.15	56-60 wks	\$ 7,969.00	\$ 7,969.00	64-66 wks	\$ 8,182.89	\$ 8,182.89	58 wks	\$ 8,365.00	\$ 8,365.00	64-66 wks	\$ 8,054.00	\$ 8,054.00	56 wks			
				\$ 161,793.39			\$ 152,523.00			\$ 150,184.89			\$ 160,285.00			\$ 154,130.00				

It's real.

Memorandum

To: Mayor and City Council Members
Steve Parker, City Manager

From: Melissa Reynolds, P.E., MPA, CFM, City Engineer

Through: Rick Cortes, Deputy City Manager

Subject: Resolution of the City Council of the City of Seguin, Texas authorizing approval of the Advance Funding Agreement of a project awarded for voluntary utility relocation contributions on State Highway Improvement Projects (SH 123: 0366-02-089); and declaring an effective date.

Date: November 4, 2025

Historical Background

TxDOT's subcontractor (Jacobs) provided the City with a Notification of Proposed Construction letter on June 11, 2024. The utility kick-off meeting was held on June 26, 2024 which identified utility conflicts associated with the SH 123 Expansion Project (CSJ 0366-02-089). The letting date for the SH 123 Project is tentatively scheduled for Spring 2026.

In October 2024, the City authorized a professional services agreement for design services related to the water and sewer relocations (24R-552).

Action Requested

TxDOT has provided the City with the attached Advance Funding Agreement (AFA) for the SH 123 Utility Relocation Project. The City is responsible for all design and construction costs associated with the utility relocation. When the project is complete, the City will accept it for maintenance.

Procurement Methodology & Funding Source

Procurements for construction contracts related to the utility relocation will follow all TxDOT procurement policies. The funding source for this project has been provided through FY2025 bonds.

Staff Recommendation

Staff recommends the Advance Funding Agreement with TxDOT be executed.

ATTACHMENTS

1. 2025-11-04 Resolution SH 123 Utility AFA
2. Advanced Funding Agreement

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN TEXAS,
AUTHORIZING APPROVAL OF THE ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY UTILITY RELOCATION CONTRIBUTIONS ON STATE HIGHWAY
IMPROVEMENT PROJECTS (SH 123: 0366-02-089); AND DECLARING AN
EFFECTIVE DATE**

WHEREAS, the City of Seguin is a water and sewer provider with facilities located near SH 123 from Cordova Lane to IH 10; and

WHEREAS, in June 2024 the City was notified by TxDOT or its subcontractors that utility relocations are required as part of the SH 123 Expansion Project; and

WHEREAS, the Texas Department of Transportation ("TxDOT") requires that the City enter into a Advanced Funding Agreement ("AFA") for utilities which are affected by the SH 123 Expansion Project; and

WHEREAS, the agreement agrees that it is more economical or efficient for utility relocations to be performed within the State's highway construction contract; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas:

Section 1. The City Council of the City of Seguin authorizes the City Manager, Steve Parker, to execute the Advanced Funding Agreement (AFA).

Section 2. The City is responsible for utility construction costs, including any overruns.

Section 3. This Resolution shall be in full force and effect immediately from and after its passage.

Approved and Adopted this 4th Day of November, 2025.

Donna Dodgen, Mayor

Kristin Mueller, City Secretary

CCSJ # 0366-02-089
RCSJ # 0366-02-095
AFA CSJ # 0366-02-089
Utility ID: U00013290
District # 15 AFA ID
Code Chart 64 # 38800
Project: SH 123: 0366-02-089: WNF

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and City of Seguin ("Utility"),

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

WHEREAS, Texas Transportation Commission Minute Order Number 116073 authorizes the State to undertake and complete a highway improvement generally described as: SH 123 from Cordova Lane to IH 10 ("Project"); and,

WHEREAS, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. In addition to identifying those items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of

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Utility and will be carried out and completed by Utility, at no cost to the State. The Utility shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B. If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

4. Right of Access

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties and Indemnity

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not

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limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

8. Successors and Assigns

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

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Utility:	State:
City of Seguin ATTN: City Manager 205 N. River Street Seguin, TX 78155	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

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Each party is signing this agreement on the date stated under that party's signature.

THE UTILITY

Signature

Steve Parker

Typed or Printed Name

City Manager

Title

Date

THE STATE OF TEXAS

Signature

Typed or Printed Name

Title

Date

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ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

1. Description of the Work Items

The parties agree that the existing 4" PVC, 6" PVC, 8" PVC, 12" PVC water lines and 16" PVC sewer line shall be relocated and adjustments shall be made along SH 123 from Cordova Lane to IH 10. The 4" PVC, 6" PVC, 8" PVC, 12" PVC water lines and 16" PVC sewer line facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$3,990,000.00. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

2. Actual Cost Agreement

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the 4" PVC, 6" PVC, 8" PVC, 12" PVC water lines and 16" PVC sewer line items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

3. Schedule of Payments

- A.** At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$3,990,000.00. (See Attachment B – Estimated Utility Costs)
- B.** In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C.** Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

4. Work Responsibilities

- A.** The **Utility** shall provide the following services under this contract:

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- i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along SH 123 from Cordova Lane to IH 10.
- ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's Sequin-New Braunfels Area Office.
- iii. Secure all necessary permitting as may be required for the installation of the 4" PVC, 6" PVC, 8" PVC, 12" PVC water lines and 16" PVC Sewer Line line.
- iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed 4" PVC, 6" PVC, 8" PVC, 12" PVC water lines and 16" PVC Sewer Line during construction, and the relocation of 4" PVC, 6" PVC, 8" PVC, 12" PVC water lines and 16" PVC Sewer Line and connection of services to customers.
- v. Advise the State of work that Utility determines should be corrected or rejected.
- vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- viii. Assume all responsibility for the maintenance of the existing 4" PVC, 6" PVC, 8" PVC, 12" PVC water lines and 16" PVC Sewer Line during and upon completion of the construction contract.
- ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
- xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

B. The State shall provide the following services under this contract:

- i. Combine the 4" PVC, 6" PVC, 8" PVC, 12" PVC water lines and 16" PVC Sewer Line relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after

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receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.

- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

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ATTACHMENT B ESTIMATED UTILITY COSTS

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs
\$ 3,990,000.00

Less Betterment Amount Due from Utility
\$ 0.00

Amount of total utility relocation Costs
\$ 3,990,000.00

Estimated Amount Eligible for Reimbursement
(Calculated eligibility Ratio – 0.00%)
\$ 0.00

Amount of Utility Adjustment Due from Utility
\$ 3,990,000.00

Estimated amount to be included in Construction Agreement

A. Betterment	\$ 0.00
B. Utility Adjustment	<u>\$ 3,990,000.00</u>
GRAND TOTAL	<u>\$ 3,990,000.00</u>

Betterment Ratio Calculation

Estimated Betterment Costs

Betterment Calculation:	
Total Costs of Betterment (Estimated)	- \$ 0.00
Total Costs of Project (Estimated)	- <u>\$ 3,990,000.00</u>

Betterment Percentage for final cost determination: 0.0% of final cost of relocation.
Determination of Betterment – Comparison of estimated cost to replace “as is” versus estimated costs associated with the betterment.

Item A: N/A

Item B: N/A

AFA Utility

It's real.

Memorandum

To: Mayor and City Council Members
Steve Parker, City Manager

From: Timothy J. Howe, Director of Utilities

Through: Rick Cortes, Deputy City Manger

Cc: Adam Ryals, Utilities Warehouse Superintendent

Subject: Resolution awarding an annual contract for the purchase of AMI Water Meters and Hydrant Meters to Core and Main.

Date: November 4, 2025

Historical Background

The City of Seguin has experienced substantial growth over the past five years, driven by both residential and commercial development. Additionally, the City is in the process of transferring approximately 9,500 acres of service area and 2,800 new water service connections from Springs Hill Special Utility District (SHSUD). These connections will require the replacement of existing meters with City standard water meters equipped with Meter Transmitting Units (MTUs) compatible with the City's Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) systems.

Action Requested

Consider a resolution awarding an annual contract for the purchase of water meters in various sizes ranging from 5/8" to 8" and hydrant meters for an estimated annual amount of \$981,276.00 from Core and Main of Kyle, Texas.

Procurement Methodology & Funding Source

1. The City received six (6) bids on October 7, 2025, ranging from \$779,264.00 from Meter Install Group (RG3) of Longview, TX to \$2,732,706.50 from Service Supply of Victoria, TX for an estimated annual quantity of water meters in various sizes ranging from 5/8" to 8" and hydrant meters. The City of Seguin reserves the right to award this contract to the lowest responsible bidder or to the bidder who provides the "best value" for the City. Factors considered in the evaluation of the bids were price, quality, reputation and experience of bidder, experience, long term cost, and other factors as deemed appropriate.



It's real.

The contract proposal includes options for four annual renewals. Core and Main submitted the lowest qualifying bid of \$981,276.00.

Funding for this purchase will come from the Utility Fund Water Inventory account.

Staff Recommendation

Staff recommends awarding an annual contract for the purchase of water meters in various sizes to Core and Main in an amount estimated at \$981,276.00.

ATTACHMENTS

1. Resolution
2. Bid No. AF-2026-07 – Bid Tab
3. Bid No. AF-2026-07 – Core and Main Bid Packet

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF SEGUIN, TEXAS, AWARDING AN ANNUAL CONTRACT FOR THE PURCHASE OF WATER METERS OF VARIOUS SIZES TO CORE AND MAIN AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Seguin has experienced substantial growth, driven by both residential and commercial development; and

WHEREAS, the City is in the process of transferring approximately 9,500 acres of service area and 2,800 new water service connections from Springs Hill Special Utility District; and

WHEREAS, these additional customers will require the replacement of existing meters with City standard water meters equipped with Meter Transmission Units (MTUs) compatible with the City's Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) systems; and

WHEREAS, the City solicited bids and received six (6) on October 7, 2025, ranging from \$779,264.00 from Meter Install Group (RG3) of Longview, TX to \$2,732,706.50 from Service Supply of Victoria, TX; and

WHEREAS, the . The City of Seguin reserves the right to award this contract to the lowest responsible bidder or to the bidder who provides the "best value" for the City;

WHEREAS, Core and Main submitted the lowest qualifying bid of \$981,276.00 representing the best value; and

WHEREAS, City staff recommends awarding an annual contract to Core and Main with an amount of \$981,276.00 for an estimated annual quantity with options for four annual renewals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas:

Part 1. The City Council of Seguin, Texas hereby awards an annual contract to Core and Main with an amount of \$981,276.00 for an estimated annual quantity with options for four annual renewals.

Part 2. This Resolution is effective from and after the date of its passing.

PASSED AND APPROVED this 4th day of November 2025.

DONNA DODGEN, MAYOR

ATTEST:

Kristin Mueller
City Secretary

BID TABULATION for Water Meter Contract

BID OPENING DATE - October 7, 2025

BID NUMBER AF-2026-07

	Qty	Accurate Utility Supply, LLC		Coburn Supply Company		Core and Main	
		Katy, TX		San Antonio, TX		Kyle, TX	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
5/8" x 3/4" AMI Water Meter	5,000	\$155.00	\$775,000.00	\$ 155.00	\$775,000.00	\$ 170.00	\$850,000.00
1" AMI Water Meter	50	\$340.00	\$17,000.00	\$ 240.00	\$12,000.00	\$ 292.00	\$14,600.00
1-1/2" AMI Water Meter	10	\$900.00	\$9,000.00	\$ 550.00	\$5,500.00	\$ 633.00	\$6,330.00
2" AMI Water Meter	12	\$1,100.00	\$13,200.00	\$ 650.00	\$7,800.00	\$ 858.00	\$10,296.00
3" AMI Water Meter	4	\$1,550.00	\$6,200.00	\$ 1,250.00	\$5,000.00	\$ 2,190.00	\$8,760.00
4" AMI Water Meter	4	\$2,260.00	\$9,040.00	\$ 1,750.00	\$7,000.00	\$ 2,375.00	\$9,500.00
Fire Hydrant Meter	40	\$1,350.00	\$54,000.00	\$ 1,250.00	\$50,000.00	\$ 1,200.00	\$48,000.00
3" AMI Compound Water Meter	4	\$3,550.00	\$14,200.00	\$ 1,025.00	\$4,100.00	\$ 2,190.00	\$8,760.00
4" AMI Compound Water Meter	2	\$5,700.00	\$11,400.00	\$ 1,150.00	\$2,300.00	\$ 2,375.00	\$4,750.00
6" AMI Compound Water Meter	2	\$8,110.00	\$16,220.00	\$ 2,250.00	\$4,500.00	\$ 3,760.00	\$7,520.00
8" AMI Compound Water Meter	2	\$11,920.00	\$23,840.00	\$ 2,925.00	\$5,850.00	\$ 6,380.00	\$12,760.00
Total:			\$949,100.00		\$879,050.00		\$981,276.00

	Qty	HydroPro Solutions		Meter Install Group		Service Supply	
		Georgetown, TX		Longview, TX		Victoria, TX	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
5/8" x 3/4" AMI Water Meter	5,000	\$163.00	\$815,000.00	\$ 129.00	\$645,000.00	\$ 481.25	\$2,406,250.00
1" AMI Water Meter	50	\$246.00	\$12,300.00	\$ 263.00	\$13,150.00	\$ 1,736.25	\$86,812.50
1-1/2" AMI Water Meter	10	\$650.00	\$6,500.00	\$ 580.00	\$5,800.00	\$ 1,736.25	\$17,362.50
2" AMI Water Meter	12	\$750.00	\$9,000.00	\$ 745.00	\$8,940.00	\$ 2,493.75	\$29,925.00
3" AMI Water Meter	4	\$2,078.00	\$8,312.00	\$ 906.00	\$3,624.00	\$ 2,698.75	\$10,795.00
4" AMI Water Meter	4	\$2,815.00	\$11,260.00	\$ 1,118.00	\$4,472.00	\$ 3,705.00	\$14,820.00
Fire Hydrant Meter	40	\$1,672.70	\$66,908.00	\$ 1,285.00	\$51,400.00	\$ 1,638.60	\$65,544.00
3" AMI Compound Water Meter	4	\$2,078.00	\$8,312.00	\$ 3,252.00	\$13,008.00	\$ 5,471.25	\$21,885.00
4" AMI Compound Water Meter	2	\$2,815.00	\$5,630.00	\$ 3,656.00	\$7,312.00	\$ 8,556.25	\$17,112.50
6" AMI Compound Water Meter	2	\$4,561.00	\$9,122.00	\$ 5,652.00	\$11,304.00	\$ 11,943.75	\$23,887.50
8" AMI Compound Water Meter	2	\$5,420.00	\$10,840.00	\$ 7,627.00	\$15,254.00	\$ 19,156.25	\$38,312.50
Total:			\$963,184.00		\$779,264.00		\$2,732,706.50



It's real.

CITY OF SEGUIN

205 N. RIVER

SEGUIN, TEXAS 78155

REQUEST FOR BIDS – Bid No. AF-2026-07

Water Meter Contract

**Bids Due:
October 7, 2025, by 3:00 PM**

**PUBLIC NOTICE
CITY OF SEGUIN
INVITATION FOR BIDS
AF-2026-07**

The City of Seguin is accepting sealed bids for:
Water Meter Contract

Sealed Bids will be received by the City of Seguin, electronically through the City's BidNet site <http://www.bidnetdirect.com/texas/cityofseguin> until 3:00 P.M., Tuesday, October 7, 2025.

Bids will be opened and read publicly in the Council Chambers of City Hall, address 210 E. Gonzales, Seguin TX 78155 at 3:00 P.M. on that date.

Bids received after the time and date set for submission will be disqualified.

The City of Seguin reserves the right to reject or accept any and all proposals and to waive informalities. The City Council's decision will be final.

**STEVE PARKER
CITY MANAGER
CITY OF SEGUIN, TEXAS**

SPECIFICATIONS

1. SCOPE AND INTENT

It is the intent of the City of Seguin to enter into an annual contract for the supply of AMI and Compound Water Meters for use by the City's Water Utilities Department. The purpose of these specifications is to describe the minimum requirements of the contract. This contract is intended for routine and continuous usage.

2. TERM OF CONTRACT

The initial contract term shall begin October 2025, following City Council approval of said contract through October 2026.

The term of the agreement shall be for a period of one year with options to renew annually for up to four (4) additional one-year terms. However, if funds are not appropriated, the City may cancel the agreement 30 calendar days after providing written notification to the Contractor.

3. BASIS OF AWARD

The City of Seguin reserves the right to award a bid or contract to the bidder who provides goods or services at the "best value" for the City. Factors to be considered in the evaluation of the bids are price, quality, reputation and experience of bidder, past relationship with City, long term cost, and other factors as deemed appropriate by the City.

4. MATERIAL

- a) All supplied water meters must be brass and equipped with a mechanical encoder register. The register must include a pre-potted wire lead with a Nicor connection, which shall have a minimum length of 5 feet (5'). Additionally, all meters must be AMI-compatible with the Aclara Radio Frequency Fixed Network and conform to the City's official specifications.
- b) All products, where applicable, must comply with the City's Specifications, unless otherwise indicated in the Specifications.
- c) Meter test results must be provided via email or with every shipment made to the city's delivery location prior to or upon delivery. Email test result can be emailed to Adam Ryals, Utility Warehouse Superintendent aryals@seguintexas.gov and Clay Howard, Utility Services Superintendent choward@seguintexas.gov
- d) Packaging and shipment of meters must be packaged in a sealed and secured box and on a pallet to avoid shipments being damaged during transit and upon delivery.

5. DELIVERY

a) All deliveries shall be made complete within five (5) calendar days of the estimated lead time that's provided by the vendor, between the hours of 7:30 a.m. and 3:00 p.m. Deliveries that cannot be completed by 3:00 p.m. will resume the morning of the following day. All deliveries must be conducted by trucks that are accessible for forklift use. Vendors are encouraged to view facilities.

b) Delivery locations:

1. Utility Operations Center (UOC) 3027 N. Austin St. Seguin Texas, 78155.
2. Delivery vehicles must be able to safely enter the delivery location.

c) Following the award of contract, the City reserves the right to cancel any orders upon failure of contractor to make delivery within the time specified in this proposal. The City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.

6. QUANTITIES

Description	Unit of Measure	Estimated Annual Quantity
5/8" x 3/4" AMI Water Meter	Each (ea)	5,000
1" AMI Water Meter	Each (ea)	50
1-1/2" AMI Water Meter	Each (ea)	10
2" AMI Water Meter	Each (ea)	12
3" AMI Water Meter	Each (ea)	4
4" AMI Water Meter	Each (ea)	4
Fire Hydrant Meter	Each (ea)	40
3" AMI Compound Water Meter	Each (ea)	4
4" AMI Compound Water Meter	Each (ea)	2
6" AMI Compound Water Meter	Each (ea)	2
8" AMI Compound Water Meter	Each (ea)	2

The actual quantities and frequency of orders may increase or decrease and may fluctuate seasonally during the year. Bidders are advised that whether they use or do not use this data as an aid in submitting their proposal is entirely at their discretion. The City reserves the

right to increase or decrease quantities for any item dependent on available funding and demand during the entire term of this contract.

7. PRICING AND INVOICING

- Quoted unit prices shall be held firm during the initial contract period.
- Prices quoted shall be F.O.B. DESTINATION, FREIGHT PRE-PAID AND ALLOWED.
- Bids will not include State Sales Tax. The City of Seguin is tax exempt.
- Subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of goods provided for in this Contract, price revisions will be considered every twelve (12) months upon renewal.
 - Price revisions will be based upon a price index or industrial standard for base pricing.
 - Documentation must be provided to support the requested price adjustment. The request will be evaluated and may or may not be accepted.
 - If the City concludes that the rate increase being requested is exorbitant, the City reserves the right to adjust the rate request or reject the rate request in its entirety and allow the contract to expire at the end of the twelve (12) month period.
- Invoices should be submitted electronically at accountspayable@seguintexas.gov or to the City of Seguin, Accounts Payable, P.O. Box 591, Seguin, TX 78156-0591. Payments will be processed within (30) days of receipt of the invoice or following acceptance of completed work.

8. SUPPLY AVAILABILITY

Bidder shall have sufficient material to fill orders within the requested delivery time of the order. Supplier agrees to notify the City when out of stock on any items due to circumstances beyond its control. The City will provide as much advance notice of requirements as is practicable on an as-needed basis. The City reserves the right to use other sources to purchase material(s) if it is not available from the awarded supplier(s).

9. INSURANCE

The vendor shall, at all times during the period in which the contract is in force and effect, provide and maintain insurance of the type and in limits as set forth in Attachment A. Such insurance shall name the parties required to secure the same as insured and shall include the City of Seguin as an "additional insured" and provide City of Seguin with a waiver of subrogation. Bidders should include proof of coverage with their bid. **Prior to the commencement of any work under this Contract, Contractor shall furnish an original completed Certificate of Insurance to the City's Purchasing Manager.**



It's real.

**BID SHEET
BID # AF-2026-07**

Water Utility Metering - METERS

Description	Estimated Annual Quantity	Unit Price	Extended Amount
5/8" x 3/4" AMI Water Meter	5,000	\$ 170.00	\$ 850,000.00
1" AMI Water Meter	50	\$ 292.00	\$ 14,600.00
1-1/2" AMI Water Meter	10	\$ 633.00	\$ 6,330.00
2" AMI Water Meter	12	\$ 858.00	\$ 10,296.00
3" AMI Water Meter	4	\$ 2190.00	\$ 8760.00
4" AMI Water Meter	4	\$ 2375.00	\$ 9500.00
Fire Hydrant Meter	40	\$ 1200.00	\$ 48,000.00

3" AMI Compound Water Meter	4	\$ 2190.00	\$ 8760.00
4" AMI Compound Water Meter	2	\$ 2375.00	\$ 4750.00
6" AMI Compound Water Meter	2	\$ 3760.00	\$ 7520.00
8" AMI Compound Water Meter	2	\$ 6380.00	\$ 12,760.00

CERTIFICATE OF CORPORATE BIDDER
BID #: AF-2026-07

CERTIFICATE OF CORPORATE BIDDER

I, Matt Dulack, certify that I am Account Manager (title)

Of the corporation named as Bidder herein; that Matt Dulack who signed
this bid on behalf of the Bidder, was then Account Manager (title) of said corporation;
that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is
within the scope of its corporate powers.

Signature of Officer: Matt Dulack

Type or Print Name: Matt Dulack

Title of Officer: Account Manager

ADDENDUM FORM
Bid # AF-2026-07

Receipt is hereby acknowledged of the following Addenda to the Specifications:

ADDENDUM NO. 1 DATED 09/24/2025 ADDENDUM NO. 4 DATED _____
ADDENDUM NO. 2 DATED 09/29/2025 ADDENDUM NO. 5 DATED _____
ADDENDUM NO. 3 DATED _____ ADDENDUM NO. 6 DATED _____

- The Undersigned affirms that it is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid as to prices, terms, or conditions of said bid has not been communicated to any other bidder prior to the official opening of this bid.
- The Undersigned certifies that pursuant to Section 2270.002 of the Texas Government Code, Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation.
- The Undersigned certifies that pursuant to S.B. 19, Bidder does not boycott energy companies and will not boycott energy companies during the term of the contract.
- The Undersigned certifies that pursuant to S.B. 13, Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Core and Main
Company Name

Matt Dulock
Authorized Signature

1100 Porter St.
Address

Matt Dulock
Printed Name

Kyle, Tx 78640
City, State, Zip Code

Account Manager
Title

512-268-3000
Phone No.

10/6/2025
Date

Email Address: Matt.dulock@coreandmain.com

BIDDER'S EXCEPTION FORM
Bid # AF-2026-07

This form must be completed and signed by an authorized representative of the company. Failure to do so may cause total bid to be rejected. If no exceptions are to be proposed, indicate by stating "No Exceptions to Specifications" and sign in the appropriate space.

STATEMENT OF BIDDER:

WE PROPOSE THE FOLLOWING EXCEPTIONS TO THE SPECIFICATIONS:

<u>SECTION</u>	<u>PAGE/ PARAGRAPH #</u>	<u>EXCEPTION</u>
		<u>No exceptions to specifications</u>

NOTE: If additional pages are needed, attach to the back of this page and note "See Page 2-Deviations" on this page.

<u>Core and Main</u>	<u>Matt D. Smith</u>
Company Name	Authorized Signature



It's real.

WATER SYSTEM MATERIAL STANDARDS

MATERIAL SPECIFICATION NUMBER: 673 86 00078

STOCK DESCRIPTION: Meter, Fire Hydrant, 3"

**SPECIFICATIONS: 3" fire Hydrant Meter with Intrnal Check Valve.
2.5 Female NST Inlet x 2.5 NST Male Outlet**



Picture for Illustration Purposes Only

Approved Mfg.

Badger
Mueller
Neptune
Watts
Zenner

Part#

HHMR022

FHZ25SUS-CV

07/12/22

673-086-00078



It's real.
WATER SYSTEM MATERIAL STANDARDS

City of Sequin Water Meter Bid Specifications

STOCK DESCRIPTION: Water Meter, AMI with Mechanical Register

SPECIFICATIONS: 5/8" x 3/4", 1", 1-1/2, 2", 3" 4", and Compound 3", 4", 6", 8"

Water meters must be brass and equipped with a mechanical encoder register. The register must include a pre-potted wire lead with a Nicor connection, which shall have a minimum length of 5 feet (5'). Additionally, all meters must be AMI-compatible with the Aclara Radio Frequency Fixed Network and conform to the City's official specifications.



Approved Mfg.

Badger
Neptune
Hersey
Kamstrup
Zenner

Part#

08/28/25

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Core & Main LP
City of Seguin, MO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seguin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

AF-2026-07
Water Meter contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hope, James	St. Louis, MO United States	X	
	Cowles, Bradford A	St. Louis, MO United States	X	
	Gipson, Dennis	St. Louis, MO United States	X	
	LeClair, Stephen	St. Louis, MO United States	X	
	Newman, Margaret	St. Louis, MO United States	X	
	Witkowski, Mark	St. Louis, MO United States	X	
	Mazzarella, Kathleen	St. Louis, MO United States	X	
	Kimbrough, Orvin	St. Louis, MO United States	X	
	Amirthalingam, Bhavani	St. Louis, MO United States	X	
	Buck, Robert	St. Louis, MO United States	X	
	Bradbury, Robyn	St. Louis, MO United States	X	
	Huebert, Michael	St. Louis, MO United States	X	
	Core & Main Intermediate GP,LLC,	St. Louis, MO United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Core & Main LP
City of Seguin, MO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seguin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

AF-2026-07
Water Meter contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Shellie Rabroker, and my date of birth is November 25, 1963.

My address is 1301 Wells Branch Pkwy., Pflugerville, TX, 78660, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Navarro County, State of Texas, on the 03 day of October, 2025.
(month) (year)

shellie Rabroker

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Core And Main

2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

None

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Must Delah
Signature of vendor doing business with the governmental entity

10/7/25
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT A

(Revised 5/23/23)

INSURANCE

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF SEGUIN'S PURCHASING DEPARTMENT, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

TYPE

AMOUNT

1. **Workers' Compensation and Employer's Liability**

Statutory

NOTE: For building or construction projects, and services provided at City-owned facilities, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment.

2. **Commercial General (public) Liability**
including coverage for the following:

- | | | |
|----|---|----------------------------|
| a. | Premises operations | \$1,000,000 per occurrence |
| b. | Independent contractors | \$2,000,000 aggregate |
| c. | Products/completed operations | |
| d. | Personal injury | |
| e. | Advertising injury | |
| f. | Contractual liability | |
| g. | Medical payments | |
| h. | Professional liability* | |
| i. | Underground hazard* | |
| j. | Explosion and collapse hazard* | |
| k. | Liquor liability* | |
| l. | Fire legal liability* | |
| m. | City's property in Contractor's*
care, custody, or control | |
| n. | Asbestos specific liability* | |

* **Not required for this contract**

3. **Comprehensive Automobile Liability** \$1,000,000 per occurrence
insurance, including coverage for loading
and unloading hazards, for:

- a. Owned/leased vehicles

- b. Non-owned vehicles
 - c. Hired vehicles
4. **Errors and Omissions** \$1,000,000 per occurrence or claim
 insurance policy \$2,000,000 aggregate
 (when applicable) for the willful or negligent acts or omissions of any no less than
 officers, employees or agents thereof
5. **Cyber** \$2,000,000
 (when applicable)

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

- a. Name the City of Seguin and its officers, employees, and elected representatives as an Additional Insured(s), (as the interest of each insured may appear) to all applicable coverage.
- b. Provide for 30 days notice to City for cancellation, non-renewal, or material change.
- c. Provide for notice to City at the address shown below by registered mail.
- d. CONTRACTOR agrees to waive subrogation against the City of Seguin, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Department
 City of Seguin
 P.O. Box 591
 Seguin, Texas 78156

SECTION D. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

WORKERS COMPENSATION INSURANCE
for
Building or Construction Projects and Services Provided at City-Owned Facilities
TEXAS WORKERS' COMPENSATION COMMISSION RULE 28 § 110.110

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Seguin.
3. Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City of Seguin prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Seguin showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Seguin:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Seguin will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 6. Notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Seguin that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Seguin to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Seguin.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Greenwich Insurance Company	22322
	INSURER B: XL Insurance America Inc	24554
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: W39898704	REVISION NUMBER:
------------------	--------------------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR: Each Occurrence \$1,000,000		RGE3002852	08/01/2025	08/01/2026	EACH OCCURRENCE \$ 2,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000				
		MED EXP (Any one person) \$ 15,000				
		PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:					GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
						\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		RAD9439188	08/01/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
						\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		US00155968LI25A	08/01/2025	08/01/2026	EACH OCCURRENCE \$ 10,000,000
		AGGREGATE \$ 10,000,000				
		SIR \$ 10,000				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	RWD3002853	08/01/2025	08/01/2026	☒ PER STATUTE ☐ OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
B	Workers Compensation and Employers Liability Per Statute - AK, DE, WI		RWR3002854	08/01/2025	08/01/2026	E.L. EACH ACCIDENT \$1,000,000
		E.L. DISEASE - EA EMP \$1,000,000				
		E.L. DISEASE-POL LMT \$1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Per Project Aggregate applies where required by contract.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Patricia A. Fry</i>

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**CITY OF SEGUIN
INSURANCE REQUIREMENT AFFIDAVIT**

**To be Completed By Appropriate Insurance Agent
and submitted with bid proposal.**

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Seguin, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

Agent (Signature)

Agent (Print)

Name of Agency/Broker: Willis Towers Watson Certificate Center

Address of Agent/Broker: P. O. Box 306191

City/State/Zip: Nashville, TN 372305191

Agent/Broker Telephone #: (877) 945-7378

CONTRACTOR'S NAME: Core & Main LP
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Seguin at (830) 401-2451

GENERAL CONDITIONS OF BIDDING

These general conditions apply to any procurement of products or services by the City of Seguin. Failure to comply with these General Conditions of Bidding may result in the bid being disqualified.

1. DEFINITION OF TERMS

- A. "Bid documents" mean the entire packet of documents provided to bidders, including, but not limited to the General Conditions of Bidding, General Conditions of Agreement, General and/or Technical Specifications, Special and Supplementary Conditions, Information to Bidders, Bid Form(s) and any Addendum.
- B. "Bidder" means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications and competing for award of a contract.
- C. "Bid" or "Proposal" means an offer to perform or provide the requirements specified herein. "Furnish" or "provide" means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.
- D. "Formal Bid" is a formally advertised solicitation for acquiring goods, services, and construction that requires a public opening of sealed bids or proposals, generally \$50,000 or more.
- E. "Informal Bid" is a competitive bid or price quotation for supplies or services under \$50,000 that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.
- F. "City", "Purchaser", or "Owner" shall refer to the City of Seguin, PO Box 591, Seguin, Texas 78156-0591.
- G. "Contract" means the contract awarded pursuant to this solicitation.
- H. "Contractor" or "Vendor" means the bidder to which a contract award has been made by the City.
- I. "Purchase Order" means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

- A. All bids must be on blank forms furnished by the Purchasing Department and must be written in ink or typed. Pencil quotations will not be considered. Proposals must be submitted on the forms or in the format called for in specifications. Each must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.
- B. **Formal** sealed bids and proposals must be received at the date, time, and place specified in the bid document packaged in a sealed envelope (8 1/2" x 11" minimum) clearly marked with the bid or project name, bid number, and date/time of opening, unless otherwise specified. An early postmark will not

suffice. Bids and proposals will be publicly opened and read followed by evaluation and award at a later date. **Formal bids and proposals (\$50,000 or higher) may NOT be faxed or submitted via e-mail.**

C. Informal bids are due at the date, time, and place stated in the bid document. **Informal bids (less than \$50,000) may be faxed or submitted via e-mail.**

D. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date. The prices quoted in the bid shall not be subject to escalation except where otherwise clearly indicated by the Bidder or by the City in bid documents. The basis for the escalation shall be clearly indicated in either case.

E. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.

F. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price show and the total price shown, the unit price will govern.

G. No change in price will be considered after bids have been opened. The City reserves the right to negotiate prices as submitted by proposal as allowed by state statute.

H. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

I. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.

J. The City reserves the right to extend the bid closing time and date. Notification will be made by addendum.

K. The City reserves the right to increase or decrease the quantity specified, unless the bidder specified otherwise.

3. WITHDRAWAL OF BIDS

A. A Bidder may withdraw a bid before Council acceptance of the bid without prejudice to himself by a written request addressed to the Purchasing Manager.

B. When the mistake was a result of a bidder's negligence, and City has no knowledge of the mistake when bids were opened, and awarded a contract based on the bid, bidder will not be released and shall be bound by the bid.

C. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.

4. GENERAL CONDITIONS

Bidders will submit their bids or proposals upon the following express conditions:

A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

C. If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, they may submit a written request for clarification to the Purchasing Manager. A request for clarification should be submitted by the deadline, if any, indicated in the specifications.

D. All materials, equipment, supplies which are new, non-standard to the City of Seguin, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.

E. Bidders are advised that City contracts are subject to all legal requirements under Local, State and Federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

F. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.

G. The City of Seguin is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

5. DESCRIPTION OF GOODS

A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.

B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or Equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "Or Equal" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

C. Alternate bids will not be considered unless expressly authorized by the bid documents.

6. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or vendor but rather to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

B. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.

C. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

D. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Seguin is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.

E. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.

F. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.

G. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above-mentioned taxes and will be so construed.

H. Prompt payment discounts will not be considered in determining low bids and making awards.

7. BID DEPOSIT

No bid deposit will be expected of bidder UNLESS specifications expressly provide otherwise. If a bid bond is required, the submitted bond may be in the form of a cashier's check, cash, a certified check made payable to the City of Seguin or an original bond submitted in the form required by the City in the Bid Documents. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder. Should a bid deposit be presented in a form not acceptable to the City, the bid will not be considered.

8. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.

9. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department and signed by the City of Seguin Purchasing Manager. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. All addenda can be viewed and downloaded at the City's website: www.seguintexas.gov. It is the bidder's responsibility to check this site to determine if the City has issued any addenda. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

10. REJECTION OF BIDS

A. The City of Seguin reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Seguin shall consider all factors it believes to be relevant in

selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

1. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.
2. Bidder's current violation of any City ordinance.
3. Bidder's misstatement or concealment of any material fact in the bid.
4. Bid or proposal's nonconformance to law or the requirements of the bid specifications.
5. Failure to use or properly complete the bid/proposal form furnished by the City of Seguin.
6. Lack of signature by an authorized representative on the proposal form.
7. Alteration of bid form.
8. Evidence of collusion among proposers.
9. Omission of proposal guarantee (if required).
10. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

11. AWARD

A. The City reserves the right to award a bid or contract to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider the following to include but not limited to:

1. Price
2. Reputation of Bidder
3. Work Experience of Bidder
4. Quality of bidder's goods and services
5. Conformance to specifications
6. Bidder's past relationship with the City
7. Total estimated Long-Term Cost in a contract with Bidder
8. Crew availability
9. Material Delivery

B. The City reserves the right to reject or accept all or any combination of bids.

C. The City reserves the right to reject or accept all or any combination of base bid plus alternative bids when alternate bids are called for in bid documents, subject to available funding.

D. Contractor is an independent contractor. Award of a contract does not create a joint venture

between the Contractor and the City.

12. CONTRACT

- A.** City's Bid Documents combined with the Vendor's response (bid or proposal) submitted to and accepted by the City, constitutes a contract between the City of Seguin and the selected vendor at the time the Seguin City Council awards the contract to such vendor.
- B.** No further documentation is required, although the contracting parties may supplement the contract with further documentation. By submitting a bid or proposal, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in the Bid Documents and to be further bound to the representations and information the vendor provides in the response.
- C.** Acceptance of bidder's offer may be in the form of a "Notice of Award", a Purchase Order (P.O.) or a "Contract".

13. RESERVATIONS

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

- A.** Waive any defect, irregularity, or informality in any bid or bidding procedure;
- B.** Reissue a bid invitation or proposal;
- C.** Procure any item by other allowable means;
- D.** Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the City, and/or the waiver otherwise results in a measurable benefit on behalf of the City.
- E.** Extend any contract when most advantageous to the City as provided by original contract conditions.

14. WARRANTIES

- A. WARRANTY FOR PRODUCT:** The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing Manager. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.
- B. WARRANTY FOR PRICE:** The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- C. SAFETY WARRANTY:** Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or

replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

15. PROTESTS

A. The City Council is the final authority on issues relating to this contract. The Purchasing Manager is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.

B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Seguin, ATTN: Purchasing Manager.

C. The protest may be delivered in person to the Purchasing office located at 211 North River, Seguin, Texas, or by certified mail, return receipt requested, to the following address: City of Seguin, Purchasing Department, ATTN: Purchasing Manager, PO Box 591, Seguin, Texas 78156-0591.

D. The written protest must include the following information before it may be considered by the City:

- 1.** Name, mailing address, and business phone number of the protesting party;
- 2.** Identification of the bid or proposal being protested;
- 3.** A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest;
- 4.** Any documentation or other evidence supporting the protest.

E. The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.

F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the hearing of citizens' session.

16. SHIPMENT & DELIVERY

A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Seguin, Texas unless otherwise specified in the bid documents. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.

B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this bid shall be new and unused unless noted elsewhere in the bid documents.

C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.

D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid.

E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Vendor shall give prior notice to the City.

F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

17. REJECTIONS

A. Delivered articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City's Purchasing Manager or his/her designated representative.

B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be reported to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

18. PAYMENTS

A. Payment of invoices by the City shall be made thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order or following the receipt of an accurate invoice, whichever is later, in compliance with state statute. Bidder shall state his bid in accordance with the standard payment terms and conditions of the City of Seguin of Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price.

B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:

1. Each invoice must reference the City of Seguin contract, agreement, or P.O. number;
2. Only one contract, agreement, or project shall be billed on a particular invoice;
3. Each invoice must have a billing or invoice number and an Invoice Total.

C. The invoice requirements stated herein shall not be read to disallow or exclude other information

that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

20. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

21. FORCE MAJEURE

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events reasonably outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

22. GRATUITIES

The City may, by written notice to the Vendor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Vendor all additional costs incurred by City as a result of the cancellation.

23. TERMINATION

A. DEFAULT: Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

B. CONVENIENCE: The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

C. FUNDING: The City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

D. FUNDING OUT: The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeur shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

24. ENTIRETY OF AGREEMENT/AMENDMENTS

This and the other documents in the bid package represent the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

25. SEVERABILITY

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

26. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

27. INDEMNITY

THE VENDOR WILL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FROM ANY AND ALL LAWSUITS, CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY KIND ARISING FROM THE NEGLIGENT OR INTENTIONAL ACTS ERRORS OR OMISSIONS OF THE VENDOR, ITS OFFICERS, EMPLOYEES OR AGENTS. THIS WILL INCLUDE, BUT NOT BE LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTEREST, COURT COSTS, REASONABLE LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING THE AMOUNTS OF ANY DAMAGES OR AWARDS RESULTING FROM CLAIMS DEMANDS AND CAUSES OF ACTION FOR PERSONAL INJURIES, DEATH OR DAMAGES TO PROPERTY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPYRIGHTS, AND TRADEMARKS AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS, DEMANDS, OR CAUSES OF ACTION OF EVERY CHARACTER OCCURRING, RESULTING, OR ARISING FROM ANY NEGLIGENT OR INTENTIONAL WRONGFUL ACT, ERROR OR OMISSION OF THE VENDOR OR ITS AGENTS OR EMPLOYEES. THIS OBLIGATION BY THE VENDOR WILL NOT BE LIMITED BY REASON OF THE SPECIFICATION OF ANY PARTICULAR INSURANCE COVERAGE REQUIRED UNDER THIS AGREEMENT.

28. PATENTS

The bidder agrees to indemnify and save harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

29. CONFIDENTIALITY

The City of Seguin is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the

City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

30. ANTI-LOBBYING PROVISION

Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Bidder from the selection process.

Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Purchasing Manager for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

31. CONFLICT OF INTEREST

A person or vendor seeking to contract with the City must file a Conflict of Interest Questionnaire (CIQ) if the person has a business relationship with the City, and either: has a business relationship with a city official or a city official's family member; or has given a gift worth more than \$250 to a city official or city official's family member within the previous 12-month period. A vendor required to file a CIQ must do so with the City's Purchasing Manager within seven business days of: (1) beginning contract discussions with the city; (2) submitting to the City an application, response to a request for proposals or bid; or (3) learning of the existence of the applicable business relationship. Vendors should see Texas Local Government Code Chapter 176 in an effort to determine its applicability. The conflict of interest questionnaire form is included herein and is available from the Texas Ethics Commission at www.ethics.state.tx.us.

32. CERTIFICATE OF INTERESTED PARTIES

Texas Government Code, Sections 2252.908 requires a business entity to submit a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity following the guidelines prescribed by the Texas Ethics Commission at www.ethics.state.tx.us. The law applies to contracts that require an action or vote by the governing body of the governmental entity before the contract is signed. The Form 1295 is included herein. The completed Form 1295 must be submitted electronically by the business entity to the state. A copy of the certified Form 1295 including the certification number generated by the state must be provided to the City of Seguin at the time a bid or proposal is submitted. Information on the Form 1295 may be considered by the City during bid evaluation and award. The City will only officially acknowledge the Form 1295 submitted by the awarded vendor which will cause it to be publicly posted on the Texas Ethics Commission website.

33. ANTI-DISCRIMINATION IN EMPLOYMENT

The Bidder, if permitted, certifies complete compliance with the Federal Civil Rights Law and the American with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and

services shall include, but not be limited to, the following employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship.

34. COMPLIANCE WITH FEDERAL WAGE AND TAX LAWS

The Bidder shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Income Tax Withholding, Workers' Compensation, pensions and similar matters.

35. LOCAL VENDOR PREFERENCE POLICY

Texas Local Government Code, Sections 271.905(a) and 271.9051 allow the City to consider a vendor's principal place of business in awarding certain contracts by way of competitive bids. This consideration is in effect to promote economic development opportunities through the contract by employing local residents and increasing tax revenue. The City of Seguin applies a local vendor preference to bids in compliance with state statute.

36. ANTI ISRAEL CERTIFICATION

In compliance with Texas legislature HB 89, by bidding on or accepting an order to provide goods or services to the City of Seguin, the vendor /supplier certifies that the company does not boycott Israel and will not do so at any time while doing business with the City of Seguin.

37. ENERGY BOYCOTT PROHIBITED

In compliance with Texas legislature **S.B. 13 (Birdwell/P. King) – Energy Boycott**: among other things, prohibits a city from entering into a contract with a value of \$100,000 or more that is to be paid from public funds with a company with more than 10 full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

38. FIREARMS

In compliance with Texas legislature **S.B. 19 (Schwertner/Capriglione) – Firearms**: among other things, (1) prohibits a governmental entity from entering into a contract with a value of \$100,000 or more that is to be paid from public funds with a company with more than 10 full-time employees for the purchase of goods or services unless the contract contains a written verification from the company that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and (2) provides that the prohibition in (1) does not apply to a city that (a) contracts with a sole-source provider, or (b) the city does not receive any bids from a company that is able to provide the required verification required by (1)

39. NOTICES

All notices called for or required by this agreement will be addressed to Purchasing Manager, City of Seguin, 205 N. River Street, Seguin, Texas 78155, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

40. STATE AND FEDERAL FUNDED PROCUREMENTS

The City of Seguin follows State of Texas and Federal 2 CFR 200.318-326 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services funded by state and/or federal funds. Additional policy guidance is contained in the City of Seguin Purchasing Policy which addresses the City's requirements pertaining to the procurement and

expenditure of local, state and federal funds.

41. QUESTIONS

Questions regarding interpretation of specifications, bids, bid results or bid awards should be directed in writing to the Buyer indicated in the General and/or Technical Specifications or to the Purchasing Manager, abruns@seguintexas.gov and be referenced by bid number and bid title.

Memorandum

To: Mayor and City Council Members
Steve Parker, City Manager

From: Terri Lynn Ruckstuhl, Senior Utilities Engineer

Through: Timothy J. Howe, Director of Utilities and Rick Cortes, Deputy City Manager

Subject: Resolution authorizing the City Manager to approve an amendment with Ward, Getz, and Associates, PLLC (WGA), in the amount of \$309,829.00 for the 12-inch Wastewater Main Replacement and 8-inch Water Main Extension; and declaring an effective date.

Date: November 4, 2025

Historical Background

On March 19, 2024, Council approved an engineering services proposal for the design and construction phase services of a 12-inch sanitary sewer replacement and an 8-inch water main extension project to increase capacity in the wastewater collection system from the Cordova Lift Station to Link Road. In addition, the proposal included the design of an 8-inch water main extension from the Navarro High School property north along State Highway 123 to Link Road continuing west. On March 4, 2025, Council approved the first amendment for engineering services related to the rerouting of a portion of the 12-inch sanitary sewer replacement and an extension and upsizing of the 12-inch water main.

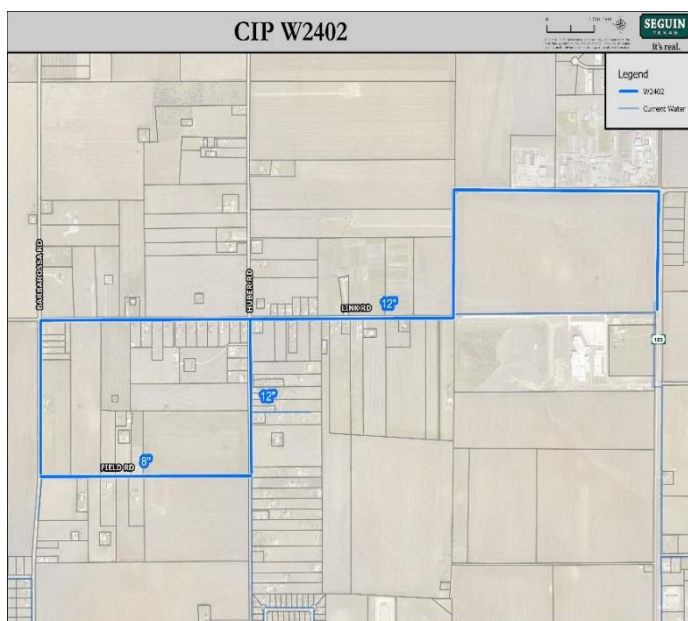
Action Requested

Consider a resolution authorizing an amendment for an extension of approximately 6,300 LF of the upsized 12-inch water main, an additional 3,800 LF of 8-inch water main, and appurtenances.

Procurement Methodology & Funding Source

WGA provided the City's Utilities Department with an amendment proposal in the amount of \$309,829.00 for an extension of approximately 6,300 LF of the upsized 12-inch water main, an additional 3,800 LF of 8-inch water main, and appurtenances.

Funding for this project has been secured through certificates of obligation.



It's real.

Staff Recommendation

It is recommended the amendment be approved in the amount of \$309,829.00.

ATTACHMENTS

1. Resolution – Amendment 12-inch Wastewater Main Replacement and 8-inch Water Main Extension Project
2. WGA Engineering Services Amendment No. 2 Proposal

STATE OF TEXAS

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS
APPROVING AN AMENDMENT IN THE AMOUNT OF \$309,829.00 TO WARD, GETZ,
AND ASSOCIATES, PLLC FOR ENGINEERING SERVICES RELATED TO THE 12-
INCH WASTEWATER MAIN REPLACEMENT AND 8-INCH WATER MAIN
EXTENSION PROJECT; AND DECLARING AN EFFECTIVE DATE**

WHEREAS, the City Council previously approved an amendment for engineering services to reroute a portion of the design for the replacement of the existing 12-inch sanitary sewer; and

WHEREAS, the previous amendment also included an extension of approximately 5,350 LF of the upsized 12-inch water main for the 8-inch Water Main Extension Project; and

WHEREAS, the above referenced amendment is for an extension of approximately 6,300 LF of the upsized 12-inch water main; and

WHEREAS, the amendment includes an additional 3,800 LF of 8-inch water main; and

WHEREAS, a professional services amendment proposal was obtained from Ward, Getz, and Associates for this additional work; and

WHEREAS, City staff recommends approving the amendment in the amount of \$309,829.00 submitted by Ward, Getz, and Associates; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas:

Part 1. The City Council of Seguin, Texas hereby approves the amendment in the amount of \$309,829.00 submitted by Ward, Getz, and Associates.

Part 2. The City Manager is authorized to execute the amendment with Ward, Getz, and Associates, for the engineering services related to the 12-inch wastewater main replacement and 8-inch water main extension project to include various appurtenances.

Part 3. This Resolution is effective from and after the date of its passing.

PASSED AND APPROVED this 4th day of November 2025.

DONNA DODGEN, MAYOR

ATTEST:

Kristin Mueller
City Secretary

October 17, 2025

Mr. Tim Howe
Director of Water/Wastewater
City of Seguin
P.O. Box 591
Seguin, Texas 78156-0591

**RE: 12" Sanitary Sewer Replacement & 12" Water Main Extension Project
Cordova Lift Station to Link Road
Engineering Services Proposal Amendment No. 2**

Dear Mr. Howe:

Ward, Getz, and Associates, PLLC (WGA) has prepared this proposal for amended professional engineering services for the extension of the upsized 12" diameter water main extension project and additional 8" water main extension.

PROJECT DESCRIPTION - WATER

The proposed amendment will consist of extending the currently designed 12" water main and adding an 8" water line to complete a looped system. The amendment shall include the following components (defined as project limits):

1. Approximately 6,300 additional linear feet of 12" PVC water main within the ROW along Link Road and Barbarossa Road.
2. Approximately 3,800 additional linear feet of 8" PVC water main within the ROW along Field Road.
3. Approximately twenty (20) additional fire hydrants with 6" PVC piping and isolation valves.
4. Connection to the proposed 12" line at the Hueber Road and Field Road intersection by others.

ENGINEERING SCOPE OF WORK (SOW)

WGA will perform the following additional Scopes of Work:

A. Topographical Survey

1. Acquire additional field topographical data for the additional water line extension of the project on City's coordinate system, to include:
 - a. Detailed survey including utility locates (as furnished by the specific utility provider) within the project limits described above.

- b. Provide subsurface utility engineering (SUE) for utility locates (quality level C and D) unless otherwise noted.
- 2. Set horizontal and vertical primary control points.
 - a. Primary control points shall be set at a spacing of 500 ft. or greater and inter-visible with each other where possible, away from possible disturbance from construction activity.
 - b. Primary control points shall be used as the primary horizontal and vertical control for the project and as benchmarks for the project.
 - c. Horizontal and vertical data for primary control shall be based on Static RTK observations using the Leica Smartnet Network or approved equal.
 - d. The horizontal datum shall be based on NAD83 (2011) using the Texas Coordinate System, Central Zone (4203),
 - e. The vertical datum shall be based on NAVD88 using Geoid 12B.
 - f. Secondary control points shall be set as necessary for conventional ground surveying and terrestrial LiDAR scans
- 3. Perform necessary research to obtain ownership records for properties affected by the project limits.
 - a. Prepare a project ownership spreadsheet and perform right-of-entry (ROE) coordination for site access from property owners to secure access for locating property corners, topographic design surveying within the survey limits and to set proposed right of way (ROW) corners. The City will send the right-of-entry access forms to the various property owners and acquire signatures if necessary.
- 4. Provide design level topographic survey data within the project survey limits.
 - a. The survey will be performed on the ground utilizing a combination of terrestrial LiDAR with traditional field observation methods to locate found visible features, both horizontally and vertically, including existing on-site structures, drainage features, adjacent and onsite sidewalks, curb lines, pavement, roadway paint striping, driveways, fences and visible above-ground utility appurtenances within the survey limits.
 - b. The survey will obtain topographic field elevations throughout the project site at 50-foot x 50-foot grid intervals for use in developing a digital terrain model.
 - c. Markings from franchise utility services and city utilities will be located at time of survey.
 - d. Flowline elevations of found storm water and sanitary sewer manhole inlet structures immediately adjoining the site will be identified.
 - e. The survey will field locate found protected trees 6 inches or greater in trunk diameter measured at breast height, in accordance with municipal code. Trees will be tagged in the field and shown on the survey noting trunk diameter, species and canopy size.

- f. Survey deliverable will be an AutoCAD .dwg file showing topographic points, features and 1 ft contours, accompanied by a point file in .csv format and digital terrain model in .xml format.
5. Surveyor will perform necessary research to acquire ROW maps, current adjoining property deeds and subdivision plats for properties affected by the project limits.
 - a. Field boundary reconnaissance will be performed to locate found subject property and adjoining property corner monumentation.
 - b. Results will be compared, and boundary resolutions determined for affected rights-of-way and properties adjoining the project limits.
 - c. Existing easements of record discovered during abstracting will be shown on the survey.
 - d. Deliverable will be PDF copies of property research and an AutoCAD .dwg file showing established ROW lines, adjoining property lines, found easements and record property ownership information.

B. Permitting

1. Update applications and/or permits for:
 - a. Texas Commission on Environmental Quality (TCEQ) – summary transmittal letter.

C. Construction Documents

1. Update construction documents for the amendments.
2. Submit 90% and 100% construction documents to City for review/approval, and meeting with City Staff to discuss each.
3. Acquire information from the franchise utilities (gas, telephone, cable, etc.) and determine need for relocation. The City will provide direct correspondence with the franchise utilities. Design of existing utility relocations shall be provided by others.
4. Provide conformed set of bid plans for the overall project and update existing project documents to Contractors through addendums and bid forms to include into current project bid timeline.

D. Construction Support

1. Organize and attend monthly construction meetings (maximum of 3 additional) and provide meeting minutes. Periodic construction inspection of the project will occur prior to or after these meetings for a maximum of two (2) hours per day for three (3) additional months after the start date of the project, for a maximum total of eighteen (18) inspections.

E. Construction Inspection (Full Time)

1. WGA will provide full time construction inspection of the project at nine (9) hours per day for five (5) days per week for a maximum additional three (3) months after the start date of the project.
2. All specified tasks will be followed and adhered to per the original proposal dated March 5, 2024.

ENVIRONMENTAL SCOPE OF WORK

Threatened & Endangered (T&E) Species Desktop Assessment (Office Work Only)

WGA will document expected compliance with the Endangered Species Act (ESA), a desktop review and assessment of federally and state-listed threatened and endangered species will be completed. The project area will be evaluated for known occurrences and suitable habitat associated with special status species that have been documented by Texas Parks and Wildlife Department (TPWD) (e.g. Texas Natural Diversity Database (TXNDD) datasets) and U.S. Fish and Wildlife Service (USFWS) (e.g. mapped critical habitat datasets). The evaluation shall document existing habitats by aerial photography interpretation and assess the areas for the likely presence of the specific habitat types required for state or federally listed rare, threatened, and endangered species, as well as migratory birds. A USFWS Information for Planning and Consultation (IPaC) review will be requested for the project area.

An on-the-ground survey is not included in this scope of work, and this desktop assessment may result in the identification of necessary on-the-ground surveys or agency consultations prior to project commencement.

Cultural Resources Management (CRM) Desktop Assessment (Office Work Only)

WGA will document expected compliance with the National Historic Preservation Act (NRHP), as required by any federal permit issuance or to document compliance with the Texas Historic Commission (THC) as required by any state permit issuance, a professional archeologist will compile information on available previously recorded cultural resources surveys (e.g. Texas Archeological Sites Atlas datasets), archaeological sites, and historic resources within the proposed project area and to assess the potential for the presence of unidentified cultural resources eligible for inclusion in the NRHP. The cultural resources desktop review document is intended to be used to coordinate future cultural resource compliance with relevant regulatory agencies. This scope of work does not include a pedestrian survey of the project area. This assessment may identify the need for on-the-ground additional scopes of work, which would be dependent on the proposed development plan and the subsequent concerns that a THC project reviewer or specified federal agency project managers are anticipated to have.

WGA does not expect a need for on-the-ground survey based upon the majority of the project has been disturbed by previous construction activities from the original installation of the sewer line.

However, the below approach is suggested should it be necessary and has been included as an alternative cost.

ASSUMPTIONS

As the basis for the preparation for this amendment and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in request(s) from WGA for additional compensation:

1. Where necessary, the City will be responsible for arranging property access (and acquiring executed right-of-entries) prior to commencement of the field survey and/or environmental investigations for properties not located within City right-of-way. WGA will not perform any field investigation on properties where access has not been granted.
2. Subsurface Utility Engineering if provided will not relieve the contractor from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or “One-Call Notification Centers” before excavation.
3. Should the schedule be changed or put on “hold” by the City, all costs incurred by WGA up to notification of change of schedule or “hold” status will be billed to the City. Additional fees that WGA may incur as a result of the change of schedule or “hold” status will be billed to the City once the Project has resumed in addition to the cost of services included in this proposal.
4. The entire project will consist of a single bid/construction project.
5. WGA’s effort and costs for construction services are based on a new total of twenty one (21) month construction project duration, starting from the date of the Contractor’s notice to proceed. If the construction period extends beyond this time period, WGA may request additional compensation.
6. All other assumptions from the original proposal dated March 5, 2024 will be considered in effect for this amendment.

EXCLUSIONS

All exclusions from the original proposal dated March 5, 2024 will be considered in effect for this amendment.

COMPENSATION FOR SERVICES

WGA will provide the professional engineering services as outlined herein for a total lump sum fee as follows:

Water Extension Project*

Environmental/Cultural Services (Desktop):	\$6,490.00
Topographical Surveying:	\$66,451.00
Engineering Design:	\$108,430.00
Construction Management:	\$67,630.00
Construction Inspection (Full Time – 3 months):	\$60,828.00
Subtotal Water:	\$309,829.00

*Assumes work on the sewer project is awarded and water project at the same time.

Total Amendment:	\$309,829.00
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The total fee of the amendment is for a lump sum cost of \$309,829.00.

This fee includes labor and material costs associated with the Scope of Work identified above.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this proposal and, upon acceptance, sign in the space provided below, returning a copy for our files.

Sincerely,



K. Beau Perry, P.E.
Regional Practice Leader

10-17-25

Date

City of Seguin

Date

Memorandum

To: Mayor and City Council Members
Steve Parker, City Manager

From: Terri Lynn Ruckstuhl, Senior Utilities Engineer

Through: Timothy J. Howe, Director of Utilities and Rick Cortes, Deputy City Manager

Subject: Resolution authorizing the City Manager to approve a change order with PLW Waterworks LLC, in the amount of \$1,050,000.00 for the Geronimo Creek WWTP Expansion Project; and declaring an effective date.

Date: November 4, 2025

Historical Background

On October 15, 2024, Council approved an engineering services proposal for the design of a 14-inch wastewater force main pipeline to convey wastewater flow and support future development around FM 466, east to Geronimo Creek and west to SH143 north of the Guadalupe River. This project will provide necessary capacity to decommission the existing Gateshead lift station and serve neighboring tracts of land east and west of FM 466 in the area around the subdivision known as the Meadows of Nolte Farms.

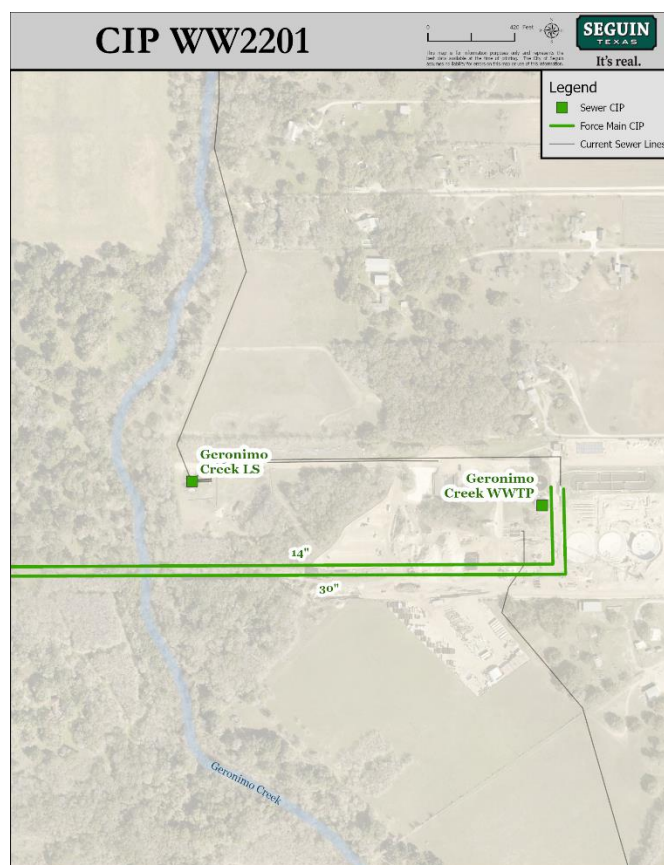
Action Requested

Consider a resolution authorizing a change order to install approximately 1,432 LF of 14-inch sewer force main at the Geronimo Creek WWTP.

Procurement Methodology & Funding Source

PLW Waterworks, LLC provided the City's Utilities Department with a proposal in the amount of \$996,309.62 for the installation of the 14-inch sewer force main at the Geronimo Creek WWTP.

Funding for this project has been secured through certificates of obligation.



It's real.**Staff Recommendation**

It is recommended the change order be approved for \$996,309.62, plus \$53,690.38 in contingencies, for a total of \$1,050,000.00. TRC Engineers reviewed the proposal and found that PLW Waterworks, LLC provided consistent pricing in the current market.

ATTACHMENTS

1. Resolution – Change Order Geronimo Creek WWTP Expansion Project
2. Change Order 14-inch Force Main - Geronimo Creek WWTP Expansion

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS APPROVING A CHANGE ORDER IN THE AMOUNT OF \$1,050,000.00 TO PLW WATERWORKS, LLC FOR THE INSTALLATION OF THE 14-INCH SEWER FORCE MAIN AT THE GERONIMO CREEK WWTP; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City Council previously approved an engineering services proposal for the design of a 14-inch sewer force main pipeline to convey wastewater flow to support future development around FM 466; and

WHEREAS, this will provide necessary capacity to decommission the existing Gateshead lift station to serve neighboring tracts of land along FM 466 in the area around the subdivision known as the Meadows of Nolte Farms; and

WHEREAS, the above referenced change order is to install approximately 1,432 LF of 14-inch sewer force main at the Geronimo Creek WWTP; and

WHEREAS, a proposal was obtained from PLW Waterworks, LLC for the construction of the 14-inch sewer force main; and

WHEREAS, City staff recommends approving the change order in the amount of \$996,309.62 submitted by PLW Waterworks, LLC plus \$53,690.38 in contingency for a total of \$1,050,000.00; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas:

Part 1. The City Council of Seguin, Texas hereby approves the change order in the amount of \$996,309.62 submitted by PLW Waterworks, LLC plus \$53,690.38 in contingency for an amount of \$1,050,000.00.

Part 2. The City Manager is authorized to execute the change order with PLW Waterworks, LLC, for the installation of the 14-inch sewer force main at the Geronimo Creek WWTP as related to the Geronimo Creek WWTP Expansion Project.

Part 3. This Resolution is effective from and after the date of its passing.

PASSED AND APPROVED this 4th day of November 2025.

DONNA DODGEN, MAYOR

ATTEST:

Kristin Mueller
City Secretary

CONTRACT CHANGE ORDER

PROJECT: Geronimo Creek WWTP Expansion
OWNER: City of Seguin
CONTRACTOR: PLW Waterworks, LLC.

TOTAL CHANGE ORDER CONTRACT AMOUNT: **\$996,309.62**

Item Description	Contract Quantity	Units	Unit Price	Total
Installation of 1,432 LF of 14" FM at the Geronimo Creek WWTP.	1	LS	\$996,309.62	\$996,309.62

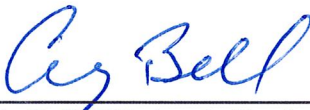
THERE IS NO CHANGE TO THE CONTRACT TIME. THIS WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY HERETO.


Emilio Lopez Pacetti (Oct 16, 2025 15:31:08 CDT)

Emilio Lopez, President
Webber Waterworks, LLC.

10/16/25

Date


H Craig Bell, PE, Austin Engineering Director
TRC Engineers, Inc.

10/20/25
Date

Tim Howe, Director of Utilities
City of Seguin

Date

Rick Cortes, Deputy City Manager
City of Seguin

Date

Memorandum

To: Mayor and City Council Members
Steve Parker, City Manager

From: Terri Lynn Ruckstuhl, Senior Utilities Engineer

Through: Timothy J. Howe, Director of Utilities and Rick Cortes, Deputy City Manager

Subject: Resolution authorizing the City Manager to enter into an agreement with M&C Fonseca Construction Co. Inc., in the amount of \$1,000,000.00 for the construction of the FM 20 / Hannah Heights Water Line; and declaring an effective date.

Date: November 4, 2025

Historical Background

On February 6, 2024, Council approved a professional service agreement with Lochner formerly K Friese & Associates, LLC, for engineering services related to the FM 20 and Hannah Heights 12" water pipeline project of approximately 8,300 linear feet to loop the existing 12-inch at SH 123 along the east side of the Woodside and Hannah Heights neighborhoods. This project was prescribed as part of the 2022 Water Master Plan and is designed to improve service to the existing developments as well as provide adequate capacity for the parcels immediately south and east. The scope of work included both engineering design and construction administration.

Action Requested

Consider a resolution authorizing the award of a construction contract to install approximately 4,000 linear feet of 12" PVC water main with all other necessary appurtenances.

Procurement Methodology & Funding Source

Seven (7) sealed bids were read on October 14, 2025, at 3:00 P.M. to begin construction. The total bid amounts for the seven bidders ranged from \$908,389.10 from M&C Fonseca Construction Co. Inc., of Granite Shoals to \$1,716,601.85 from GO Underground, LLC of Harlingen.

Funding for this project has been secured through certificates of obligation.



It's real.**Staff Recommendation**

It is recommended that M&C Fonseca Construction Co. Inc. be awarded a construction contract for \$908,389.10, plus \$91,610.90 in contingencies, for a total amount of \$1,000,000.00. Lochner conducted reference checks and found that M&C Fonseca Construction Co. Inc. has completed similar projects to the satisfaction of the Owners and Engineers.

The Contractor has a bid bond and will be required to furnish a Standard Form of Agreement, Performance Bond, and Payment Bond to the City. The construction completion period is one hundred and eighty (180) consecutive calendar days.

ATTACHMENTS

1. Resolution - FM 20 Hannah Heights Water Line Project
2. Lochner Bid Evaluation and Award Recommendation Letter

STATE OF TEXAS

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS AWARDED A
BID TO M&C FONSECA CONSTRUCTION CO. INC. FOR THE CONSTRUCTION OF THE FM
20 / HANNAH HEIGHTS WATER LINE TO INCLUDE VARIOUS APPURTENANCES;
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH M&C
FONSECA CONSTRUCTION CO. INC.; AND DECLARING AN EFFECTIVE DATE**

WHEREAS, City Council previously approved an engineering services proposal for the design, bidding, and construction administration services for the FM 20 / Hannah Heights Water Line; and

WHEREAS, the above referenced project is to install approximately 4,000 linear feet of 12" PVC water main with all other necessary appurtenances; and

WHEREAS, the above referenced project was prescribed as part of the 2022 Water Master Plan; and

WHEREAS, this project will improve service to the existing developments as well as provide adequate capacity for the parcels immediately south and east; and

WHEREAS, the City solicited bids for the construction of the FM 20 / Hannah Heights Water Line to include various appurtenances; and

WHEREAS, seven bids were received ranging from a low bid of \$908,389.10 to a high bid of \$1,716,601.85; and

WHEREAS, reference checks on projects supplied by the bidding contractors found that M&C Fonseca Construction Co. Inc. has completed projects to the satisfaction of the Owners and Engineers.

WHEREAS, based on the reference checks, City staff recommends accepting the low bid of \$908,389.10 submitted by M&C Fonseca Construction Co. Inc. plus \$91,610.90 in contingency for a total amount of \$1,000,000.00; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas:

Part 1. The City Council of Seguin, Texas, hereby approves the bid submitted by M&C Fonseca Construction Co. Inc. in the amount of \$908,389.10 for the construction of the FM 20 / Hannah Heights Water Line to include various appurtenances, plus \$91,610.90 in contingency for a total amount of \$1,000,000.00.

Part 2. The City Manager is authorized to enter into an agreement with M&C Fonseca Construction Co. Inc., for the construction of the FM 20 Hannah Heights Water Line to include various appurtenances.

Part 3. This Resolution is effective from and after the date of its passing.

PASSED AND APPROVED this 4th day of November 2025.

DONNA DODGEN, MAYOR

ATTEST:

Kristin Mueller
City Secretary

October 24, 2025

Ms. Terri Ruckstuhl, P.E.
City of Seguin
3027 N. Austin St.
Seguin, Texas 78155

VIA: E-Mail

RE: FM 20 Hannah Heights Water Line
Bid Number: AF-2026-08
Bid Recommendation Letter

Dear Ms. Ruckstuhl:

On October 14, 2025, at 3:00 PM, sealed bids were received and opened by the City of Seguin for the **FM 20 Hannah Heights Water Line** construction contract. K Friese & Associates, LLC (KFA) has reviewed the results of the bid tabulation prepared by the City of Seguin, and a total of seven (7) bids were received with **M&C Fonseca Construction CO., Inc.** being the apparent low bidder at **\$908,389.10**.

The bid prices submitted by M&C Fonseca were evaluated and compared to the estimate prepared by KFA. Below is a table comparing the Engineer's Estimate with each of the Contractor's bids and the average of all of the contractors.

Bidder Name	Bid Amount	% Difference from Engineer's Estimate	Cost Difference from Engineer's Estimate
M&C Fonseca Construction Co., Inc.	\$908,389.10	(-) 31.96%	(-) \$426,610.90
Atlas Construction, Corp.	\$918,457.00	(-) 31.20%	(-) \$416,543.00
JM Pipeline, LLC.	\$929,088.25	(-) 30.41%	(-) \$405,911.75
<i>Contractors Average</i>	<i>\$1,209,273.07</i>	<i>(-) 9.42%</i>	<i>(-) \$125,726.93</i>
Lupe Rubio Construction Co. Inc.	\$1,308,771.03	(-) 1.96%	(-) \$26,228.97
<i>Engineer's Estimate</i>	<i>\$1,335,000.00</i>	-	-
QRO Mex Construction Company, Inc.	\$1,335,171.00	(+) 0.01%	(+) \$171.00
E-Z Bel Construction, LLC.	\$1,348,441.65	(+) 1.01%	(+) \$13,441.65
Go Underground, LLC.	\$1,716,593.45	(+) 28.58%	(+) \$381,593.45

KFA has contacted references listed for three (3) similar projects submitted by M&C Fonseca in their company information packet to inquire about their experience working with this contractor with regard to items such as maintenance of schedule, quality of work, and change order negotiation.

A summary of the reference contact information is contained in the table below.

Ref No.	Owner	Owner Contact Name	Email or Phone Number	Project Name	Scope
A-1	City of Georgetown	David Herzog	512-930-6576	CR 262 Waterline Improvements	Installation of 750 LF of 24" bore & 10,350 LF of 12" PVC Pipe
A-2	City of Georgetown	David Herzog	512-930-6576	Carriage Oaks Waterline Improvements	Installation of 1,200 LF of 16" pipe by HDD and 8,700 LF of DI Pipe
A-3	City of Cibolo	Andy Carruth	210-979-8444	Haeckerville Road Water Main Extension	Installation of 1,979 LF of 12" PVC Pipe and 50 LF of 24" Bore

Recommendation

The three reference projects demonstrate a satisfactory amount of experience for water main installation by trenchless bore methods required for this project.

Reference project A-1 demonstrated construction of a minimum of 10,000 linear feet installation for water mains 12-inches in diameter in urban locations.

The contact for project A-1 provided excellent responses for this project.

Reference project A-2 demonstrated construction of a minimum of 1,200 linear feet by horizontal directional drilling for water main 16-inches and larger in diameter in urban locations.

The contact for project A-2 provided excellent responses for this project.

Reference project A-3 demonstrated construction of a minimum of 1,979 linear feet installation for water mains 12-inches in diameter in urban locations.

The contact for project A-3 provided excellent responses for this project.

Based on the documents submitted and the references provided, K Friese & Associates, LLC recommends that the City of Seguin award this project to **M&C Fonseca Construction Co., Inc.**

If you have any questions or comments, please do not hesitate to contact me.

FM 20 Hannah Heights Water Line
Bid Recommendation
Page 3 of 3
October 24, 2025

Sincerely,



A handwritten signature in blue ink that reads "Allison Densler".

10/24/2025

Allison Densler, P.E.
Engineer of Record

Attachments – Reference Check Questionnaire

FM 20 HANNAH HEIGHTS WATERLINE
BID NUMBER AF-2026-08
M&C FONSECA CONSTRUCTION CO., INC.
REFERENCE CHECK QUESTIONNAIRE

Reference No. 1: CR 262 WL Improvements
Owner: City of Georgetown
Title: CIP Project Manager
Name: David Herzog
512-930-6576

Project Summary: Installation of over 750 of 24" Bore and 10,350 LF of 12" PVC Pipe
Project Cost: \$2,833,386.25
Project Completion: NA

1. Please provide and confirm linear footage and pipe diameter for this project and confirm it was done in an urban location?

About 10,000 LF of 12 in pipe. Project was located on a heavy traveled county road near multiple subdivisions.

2. Did the Contractor meet the project schedule? If not, why?

No, existing utilities were not in the correct alignment. Contractor had to work around this, so it was not their fault.

3. How would you rate the Contractor's willingness to work with the City of Georgetown in carrying out the intent of the contract documents? (Excellent, Average, Very Poor)

Excellent

4. Did you think the contractor understood the intent of the specifications and the expectations of the owner?

Yes

5. If issues arose regarding the specifications or the intent of the project, did the contractor handle the matter in a fair manner with the interest of the owner under consideration?

Yes

6. Were there an inordinate number of change orders on the project? (Yes, No)

No

7. If there were change orders, were they handled in a fair manner by the Contractor? (Yes, No)

No

8. Were there any claims or lawsuits between the Contractor and City of Georgetown (Yes, No)

No

9. If so, how was it resolved?

N/A

10. What overall rating would you give the Contractor? (Excellent, Average, Very Poor)

Excellent

FM 20 HANNAH HEIGHTS WATERLINE
BID NUMBER AF-2026-08
M&C FONSECA CONSTRUCTION CO., INC.
REFERENCE CHECK QUESTIONNAIRE

Reference No. 2: Carriage Oaks WL Improvements
Owner: City of Georgetown **Name:** David Herzog
Title: CIP Project Manager **512-930-6576**

Project Summary: Installation of 1200 LF of 16" HDD & 8700 LF of DI Pipe
Project Cost: \$4,110,765.00
Project Completion: In progress

1. Please provide and confirm linear footage and pipe diameter for this project and confirm it was done in an urban location?

About 1,000 LF of 16" Pipe and over 8,000 LF of DI pipe. The project was located in an urban location.

2. Did the Contractor meet the project schedule? If not, why?

No, the existing waterline was not in expected location and was switched to the other side of the road. This issue was not at fault to the contractor.

3. How would you rate the Contractor's willingness to work with the City of Georgetown in carrying out the intent of the contract documents? (Excellent, Average, Very Poor)

Excellent

4. Did you think the contractor understood the intent of the specifications and the expectations of the owner?

Yes

5. If issues arose regarding the specifications or the intent of the project, did the contractor handle the matter in a fair manner with the interest of the owner under consideration?

Yes

6. Were there an inordinate number of change orders on the project? (Yes, No)

No

7. If there were change orders, were they handled in a fair manner by the Contractor? (Yes, No)

Yes, the change order was owner directed and scope was added.

8. Were there any claims or lawsuits between the Contractor and the City of Georgetown? (Yes, No)

No

9. If so, how was it resolved?

N/A

10. What overall rating would you give the Contractor? (Excellent, Average, Very Poor)

Excellent

FM 20 HANNAH HEIGHTS WATERLINE
BID NUMBER AF-2026-08
M&C FONSECA CONSTRUCTION CO., INC.
REFERENCE CHECK QUESTIONNAIRE

Reference No. 3: Haeckerville Road Water Main Extension
Owner: City of Cibolo **Name:** Andy Carruth
Title: KFW Engineers 210-979-8444

Project Summary: Installation of 1,979 LF of 12" PVC Pipe and 50 LF of 24" Bore
Project Cost: \$288,968.25
Project Completion: 3/30/2022

1. Please provide and confirm linear footage and pipe diameter for this project and confirm it was done in an urban location?

1,979 LF of 12-inch PVC and was installed in an urban location.

2. Did the Contractor meet the project schedule? If not, why?

Yes

3. How would you rate the Contractor's willingness to work with the City of Cibolo in carrying out the intent of the contract documents? (Excellent, Average, Very Poor)

Excellent

4. Did you think the contractor understood the intent of the specifications and the expectations of the owner?

Yes

5. If issues arose regarding the specifications or the intent of the project, did the contractor handle the matter in a fair manner with the interest of the owner under consideration?

Yes

6. Were there an inordinate number of change orders on the project? (Yes, No)

No change orders

7. If there were change orders, were they handled in a fair manner by the Contractor? (Yes, No)

N/A

8. Were there any claims or lawsuits between the Contractor and the City of Cibolo? (Yes, No)

No

9. If so, how was it resolved?

N/A

10. What overall rating would you give the Contractor? (Excellent, Average, Very Poor)

Excellent



To: Donna Dodgen, Mayor
Seguin City Council

CC: Steve Parker, City Manager
Mark Kennedy, City Attorney

From: Josh Schneuker
Director of Economic Development | SEDC Executive Director

Date: November 4, 2025

Subject: Consideration and approval of a Resolution authorizing the City Manager to execute a Chapter 380 Economic Development Agreement between the City of Seguin and Curt Manufacturing, LLC.

Background

Curt Manufacturing, LLC (“Curt”), a Delaware limited liability company, plans to lease and operate a new manufacturing facility within the Ackerman Seguin Industrial Park. The project involves the construction of an approximately 403,000 square foot build-to-suit manufacturing facility by Baltisse-Ackerman Seguin, LLLP (“Developer”) on Lot 2 of the Ackerman Seguin Subdivision, as recorded in the Official Public Records of Guadalupe County, Texas.

Curt intends to utilize the facility for the production of aftermarket automotive parts to supply its customers throughout the United States. The project represents a total anticipated capital investment of approximately \$80 million, which includes an estimated \$60 million investment by the Developer in site and building improvements, and a minimum \$20 million investment by Curt in fixtures, machinery, and equipment.

Under the terms of the Chapter 380 Economic Development Agreement (“Agreement”), Curt has committed to creating and maintaining a minimum of 320 full-time equivalent employees with a total annualized payroll of at least \$20 million by December 31, 2029. The Agreement also requires Curt to obtain a Certificate of Occupancy no later than December 31, 2026, and to achieve its job creation and payroll benchmarks according to the schedule established in Article IV of the Agreement.

In return for these commitments, the City will provide Curt with a 10-year property tax rebate incentive with a total value not to exceed \$2,500,000. Incentive payments will be calculated as a percentage of property taxes paid on real and personal property improvements associated with the Project and will decline over the term of the Agreement according to the following schedule:

- Years 1–2: 80% rebate
- Years 3–4: 75% rebate
- Year 5: 50% rebate
- Year 6: 40% rebate
- Year 7: 30% rebate
- Year 8: 20% rebate
- Years 9–10: 10% rebate

All payments are performance-based and contingent upon Curt’s continued compliance with the investment, job creation, and payroll thresholds outlined in the Agreement.

Action Requested

Adopt a Resolution approving a Chapter 380 Economic Development Agreement between the City of Seguin and Curt Manufacturing, LLC, and authorizing the City Manager to execute said Agreement.

Fiscal Impact

The Agreement provides for a property tax rebate incentive not to exceed \$2,500,000 over a ten-year period, paid exclusively from property tax revenues generated by the Project. The incentive will be funded through the City's General Fund and will be performance-based, meaning payments will only be made after the City receives property tax revenue from the Project and Curt verifies annual compliance with the Agreement's performance benchmarks.

The project is expected to generate significant new taxable value for the City, enhance the City's industrial base, and create hundreds of high-quality manufacturing jobs for area residents.

Staff Recommendation

Staff recommends approval of a Resolution approving a Chapter 380 Economic Development Agreement between the City of Seguin and Curt Manufacturing, LLC, and authorizing the City Manager to execute said Agreement.

Attachments

1. City Council Resolution
2. Chapter 380 Economic Development Agreement between the City of Seguin and Curt Manufacturing, LLC

STATE OF TEXAS

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS
APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF SEGUIN AND CURT MANUFACTURING, LLC;
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Seguin, Texas (“City”) seeks to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, Curt Manufacturing, LLC (“Employer”), a Delaware limited liability company, plans to lease an approximately 403,000 square foot build-to-suit manufacturing facility to be constructed by Baltisse-Ackerman Seguin, LLLP on Lot 2 of the Ackerman Seguin Subdivision for the purpose of operating a manufacturing facility for aftermarket automotive parts (the “Project”); and

WHEREAS, the Project represents a total anticipated capital investment of approximately \$80 million, including \$60 million in site and building improvements by the Developer and at least \$20 million in machinery, fixtures, and equipment by the Employer; and

WHEREAS, the Project is anticipated to create and maintain a minimum of 320 full-time equivalent jobs with a total annualized payroll of at least \$20 million; and

WHEREAS, to incentivize the Project, the City proposes to provide an economic development grant in the form of a 10-year property tax rebate not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00), subject to the Employer meeting all performance obligations and compliance requirements as set forth in the Agreement; and

WHEREAS, the City Council finds that entering into this Agreement will promote local economic development, enhance the City’s tax base, and provide employment opportunities for area residents; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Seguin, Texas:

SECTION 1. The City Council hereby approves the Chapter 380 Economic Development Agreement between the City of Seguin and Curt Manufacturing, LLC, a copy of which is attached hereto and incorporated herein as Exhibit A.

SECTION 2. The City Manager is hereby authorized to execute the Agreement on behalf of the City and to take all necessary actions to carry out the terms and intent of this Resolution.

SECTION 3. This resolution is effective on the date of its passing.

PASSED AND APPROVED this 4th day of November 2024.

Donna Dodgen, Mayor

ATTEST:

Kristin Mueller, City Secretary

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT ("**Agreement**") is entered into as of this ___ day of _____, 2025 (the "**Effective Date**") by and between the **CITY OF SEGUIN, TEXAS**, a home rule city of the State of Texas ("**City**") and **CURT MANUFACTURING, LLC**, a Delaware limited liability company ("**Employer**"). Collectively, the City and Employer may be referred to as "Parties" and individually as a "Party," acting by and through their respective authorized officers.

RECITALS

A. WHEREAS, the Employer will lease an approximately 403,000 square foot build-to-suit manufacturing facility ("Facility") to be located on **Lot 2** of the **Ackerman Seguin Subdivision**, as shown on the plat recorded as Document Number 202599024900, Volume 10, Pages 517-524, in the Official Public Records of Guadalupe County, Texas, owned by **Baltisse-Ackerman Seguin, LLLP** (the "Property"), as further described and depicted in "Exhibit A" attached and incorporated herein; and

B. WHEREAS, the Property is currently undeveloped, and the Employer wishes to utilize the Property for light industrial, employment, and other commercial uses stated in this Agreement, proposed to be operated as a business commonly known as **CURT MANUFACTURING, LLC**, or a named affiliate of that business entity; and

C. WHEREAS, as part of the Project (as further defined in Section 1.02(h)), the Employer shall make certain investments associated with an approximately 403,000 square foot manufacturing facility for aftermarket automotive parts to supply better quality and lower total cost materials to automotive customers in the United States and generally provide benefits to the stable automotive industry; and

D. WHEREAS, the Project will require construction of certain site, building, and infrastructure improvements by the Developer, subject to approved construction plans and permits, in accordance with applicable local, state, and federal ordinances, codes, regulations, and law. The Developer shall be responsible for completing such construction as required for delivery of the Facility; however, the Developer shall not be a party to this Agreement and shall not be obligated to meet performance benchmarks under this Agreement; and

E. WHEREAS, the Employer is willing to make certain investments and capital expenditures associated with the Project, create and maintain a minimum threshold of Full-Time Equivalent Employees, and create and maintain a minimum threshold of Total Annualized Payroll in exchange for the Incentive Payments (defined herein) paid according to this Agreement. The obligations set forth in this Agreement pertain solely to the Employer; and

F. WHEREAS, the City has authority pursuant to Chapter 380, Texas Local Government Code, to

enter this Agreement and this Agreement establishes a structured arrangement whereby annual economic development incentive payments in the form of property tax rebates will be made to Employer exclusively from property tax revenues collected by the City from the property tax revenue generated by the Developer and the Employer on the Property and received by the City, subject to the terms and conditions of this Agreement; and

G. WHEREAS, the City hereby establishes a program pursuant to Chapter 380, Texas Local Government Code, to provide for the economic incentive to the Employer under the terms and conditions of this Agreement; and

H. WHEREAS, the City finds that this Agreement will promote local economic development and stimulate business and commercial activity in the City

NOW, THEREFORE, for and in consideration of the terms, conditions and covenants set forth herein, the parties agree as follows:

ARTICLE I

RECITALS; DEFINITIONS

Section 1.01. Recitals Incorporated. The representations, covenants and recitations set forth in the recitals to this Agreement are material to this Agreement and are hereby found and agreed to be true and correct, and are incorporated into and made a part of this Agreement for all purposes.

Section 1.02. Definitions.

- a) "Total Annualized Payroll" means total wages and bonuses paid, exclusive of benefits, to Full-Time Equivalent Employees of Employer within any Year
- b) "City" means the City of Seguin, a home rule municipal corporation of the State of Texas.
- c) "Developer" means Baltisse-Ackerman Seguin 1, LLLP, a Georgia limited liability limited partnership, responsible for construction of the Facility, but not a Party to this Agreement or subject to its performance obligations.
- d) "Employer" shall mean CURT MANUFACTURING, LLC, a Delaware limited liability company.
- e) "Property" means the real property described and depicted on **Exhibit "A"** attached hereto.
- f) "Full-time Equivalent Employees" or "FTE" means employees employed on site at the Property by Employer working at least thirty-six (36) hours per week.

- g)** “Facility” means an approximately 403,000 square foot build-to-suit manufacturing facility constructed by Developer and leased by Employer.
- h)** “Project” shall mean the overall development of industrial and non-residential improvements on the Property, including:
 - (i) Construction of the Facility by Developer to be leased by the Employer;
 - (ii) Capital improvements by Employer related to fixtures, machinery, and equipment necessary to support Employer’s operations; and
 - (iii) Supporting site improvements and infrastructure as described herein and depicted in Exhibit “B.”
- i)** “On site” means on the Property, at the Facility, and at the Project.
- j)** “Year” shall mean a twelve-month period of time beginning on January 1 and ending December 31.
- k)** “Certificate of Occupancy” shall mean the final document or documents issued by the City of Seguin, Texas entitled “Certificate of Occupancy” indicating that all building codes, regulations, and ordinances have been officially unconditionally, completely complied, within in all respects, with respect to construction and completion of the Project, and specifically shall not include any temporary or conditional document authorizing temporary or conditional occupancy.
- l)** “Code” shall mean the City of Seguin Code of Ordinances.
- m)** “Finance Department” means the Finance Department of the City of Seguin.
- n)** “Comply”, “Compliance”, and “in accordance with” means timely, full, and complete performance of each requirement, obligation, duty, condition, or warranty as stated in this Agreement. “Comply”, “compliance”, and “in accordance with” mean complete compliance in all material respects and do not mean substantial compliance, unless otherwise specifically stated.
- o)** “Default” and “Act of Default” means failure in some material respect to comply timely, fully and completely with one or more requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement, including but not limited to:
 - (i) The Employer ceases business operations at the Property for the Project at any time during the duration of this Agreement.
 - (ii) The Employer fails to meet the performance criteria as specified in Article IV below.

(iii) The Employer falsely certifies that it has met the performance criteria for a particular tax year in its annual certification and reports submitted to the City under this Agreement.

- p) “Incentive Payment” and “Incentive Payments” mean the economic development incentive payments as described hereafter in Section 3.01 of this Agreement. Incentive Payments will be made to Employer within 90-days of property tax payment made for the Property and Facility, subject to compliance with this Agreement. The effective date for the start of the 10-year Incentive Payment shall begin with the year after the year in which the Employer receives a Certificate of Occupancy.
- q) “Construct” and “construction” mean construction in a good and workmanlike manner and in compliance with City-approved construction plans and/or permits, applicable federal, State and local laws, codes and regulations or valid waivers thereof or variances thereunder, and good engineering practices.
- r) “Property Tax” or “Property Taxes” shall mean the ad valorem taxes collected and received by the City on the taxable value of the Property as determined by the Guadalupe County Appraisal District and the buildings, structures, and other fixtures that are erected or affixed to the Property that are included in the definition of real property set forth in Section 1.04(2) of the Texas Tax Code. The term “Property Tax” or “Property Taxes” shall also include tangible personal property, equipment or fixtures located on the Property which are held or used for the production of income through Employer’s operations, and which are not otherwise exempt from taxation under Chapter 11 of the Texas Tax Code.

ARTICLE II PROJECT IMPROVEMENTS

Section 2.01. Developer Improvements. Employer will lease the Facility to be constructed by Developer. Developer anticipates capital investment of approximately \$60 million in site and building improvements. Developer is not a party to this Agreement and not required to demonstrate compliance.

Section 2.02. Employer Improvements. Employer shall make capital improvements of not less than \$20 million related to installation of fixtures, machinery, and equipment per Section 4.01(b). Improvements must comply with City-approved plans and applicable laws, performed in accordance with accepted engineering and construction practices.

Section 2.03. Funding of Improvements. Employer is solely responsible for funding improvements in Section 2.02. Developer is not obligated to complete improvements by any specific date or meet performance benchmarks.

ARTICLE III

ECONOMIC INCENTIVES AND CERTIFICATION OF COMPLIANCE

Section 3.01 Economic Development Incentive.

- (a) Employer will receive a 10-year rebate of City of Seguin Property Taxes paid in conjunction with the Project that will extinguish proportionally, subject to compliance with the terms and conditions of this Agreement, including but not limited Article IV. Incentive Payments will begin the year following the year in which the Employer receives a Certificate of Occupancy for the Project. Incentive Payments shall not exceed Two Million, Five Hundred Thousand Dollars (\$2,500,000.00 USD), even if this not-to-exceed amount is met before the 10th year of the schedule listed below.

Incentive Payments are limited to property tax revenues generated from the taxable value of the real property located on Lot 2 of the Ackerman Seguin Subdivision as further described and depicted in "Exhibit A" and Employer's taxable business personal property situated thereon.

The annual City of Seguin Incentive Payment shall be calculated as follows:

Year	Percentage (%) of Property Taxes Rebated
1	80%
2	80%
3	75%
4	75%
5	50%
6	40%
7	30%
8	20%
9	10%
10	10%

- (b) The Incentive Payment shall be reduced according to the schedule above.

Section 3.02 Certification of Compliance.

- (a) For each year in which the Employer is eligible for an Incentive Payment, at the time that the payment of Property Taxes is made for the Property and the Facility, the Employer shall submit to City the reports and records reasonably necessary to demonstrate fulfillment of the performance criteria set forth in Article IV, along with a certificate in the form provided by the City verifying compliance with this Agreement. Such reports and records shall include at a minimum the following:

- (i) A certified payroll list containing the information required by Texas Workforce Commission Rule 815.106 submitted by January 31 of each year which includes a list of all Full-time Equivalent Employees (not independent contractors) employed by the Employer at the Property during the prior calendar year. The annual employment report must include the following information and must also include a certification (as attached):
- a. Name of Reporting Entity
 - b. Reporting Period
 - c. Name of Each Employee.

- d. Position Title of Each Employee.
 - e. Average Number of Hours Worked Per Week by Each Employee During the Reporting Period.
 - f. Actual Taxable Compensation Paid to Each Employee During the Reporting Period (amount that will be reported in Box 1 of IRS Form W-2 Wage & Tax Statement).
- (ii) Proof of payment of the Property Taxes for the Property and the Facility.
 - (iii) Proof of lease payments to the Developer.
- (b) The City may request additional records to support the information to confirm compliance with this Agreement.

Section 3.03 Audit. The City shall, upon reasonable prior written notice to the Employer and during normal business hours, have the right to audit and inspect the Employer's records, books, and all other relevant records related to Incentive Payments. The Parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law (including but not limited to the Texas Public Information Act, Chapter 552, Texas Government Code), municipal ordinance, or at the direction of the Office of the Texas Attorney General.

ARTICLE IV EMPLOYER PERFORMANCE CRITERIA

Section 4.01 Employer Performance Criteria.

- (a) The Employer shall obtain a Certificate of Occupancy no later than **December 31, 2026**.
- (b) Over a two (2) year ramp-up period, the Employer shall make a minimum Capital Investment of at least \$20,000,000 for fixtures, machinery, and equipment associated with the Project, as described in Sections 2.02 and 2.03. The Capital Investment shall be made according to the following schedule:
 - (i) **By December 31, 2026:** The Employer shall invest a minimum of \$8,000,000. The Employer shall provide written verification to the City confirming the amount and nature of this investment.
 - (ii) **By December 31, 2027:** The Employer shall invest an additional \$12,000,000, bringing the total Capital Investment to at least \$20,000,000. The Employer shall provide written verification to the City confirming the additional investment.
- (c) The Employer shall create and maintain a minimum of **three hundred twenty (320)** Full-time Equivalent Employees with a **Total Annual Payroll of at least \$20,000,000**, according to the following schedule:
 - (i) **By December 31, 2027:** Employer shall employ at least **two hundred fifty (250)** Full-time Equivalent Employees with a minimum **Total Annual Payroll of \$15,000,000**.
 - (ii) **By December 31, 2028:** While retaining the 250 Full-time Equivalent Employees, Employer shall create at least an additional **thirty (30)** jobs, for a total of **280** Full-time Equivalent Employees, with a **Total Annual Payroll of \$17,000,000**.

(iii) **By December 31, 2029:** While retaining the 280 Full-time Equivalent Employees, Employer shall create an additional **forty (40)** jobs, for a total of **320** Full-time Equivalent Employees, with a **Total Annualized Payroll of \$20,000,000**.

(iv) From and after December 31, 2029, Employer shall maintain at least **320** Full-time Equivalent Employees on-site, with a **Total Annualized Payroll of at least \$20,000,000**, throughout the remaining Term of this Agreement.

- (d) Employer shall not be delinquent in the payment of lease payments to the Developer or ad valorem taxes to the City at any time during the Term of this Agreement.
- (e) Employer shall remain in full compliance with the obligations outlined in Article II of this Agreement.
- (f) Following the initial Economic Incentive Payment, the Employer's continued compliance with Sections 4.01(a), (b), (c), (d), and (e) shall be a condition precedent to receiving subsequent annual Incentive Payments. Notwithstanding the foregoing, if the Employer fails to meet the full employment or payroll thresholds set forth in Section 4.01(c) for any given year in which such thresholds apply, the City shall nonetheless make a pro rata Incentive Payment based on the number of Full-Time Employees who meet the salary and benefits requirements of this Agreement during that tax year.

Section 4.02 Forfeiture. The Employer shall forfeit all rights to the Incentive Payments set forth in Section 3 of this Agreement for each year in which the Employer fails to meet the Performance Criteria set forth in Section 4.01 for that year; provided that failure to employ the required minimum number of FTE's and maintain the required total annualized payroll results in a pro-rata reduction of the Payment Incentive as provided in Section 4.01(f).

Section 4.03 Employment of Undocumented Workers. Employer covenants and certifies that Employer does not and will not knowingly and directly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Employer is convicted of a violation under 8 U.S.C. Section 132(a)(f), Employer shall repay to the City the full amount of Incentive Payments made under Article III of this Agreement. Repayment shall be paid within 120 days after the date following such conviction that Employer receives notice of violation from the City. As provided by 2264.101(c) of the Texas Government Code. Employer shall not be liable for a violation by a subsidiary, affiliate, or franchisee of Employer or by a person with whom Employer contracts.

ARTICLE V

COVENANTS AND DUTIES

Section 5.01 Employer's Covenants and Duties. Employer makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Employer.

- a) Employer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
- b) The execution of this Agreement has been duly authorized by the Employer, and the individual signing this Agreement on behalf of the Employer is empowered to execute such Agreement and bind the company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Employer's company agreement, by-laws, or of any agreement or instrument to which Employer is a party to or by which it may be bound.
- c) The Employer is not a party to any bankruptcy proceedings currently pending or contemplated, and Employer has not been informed of any potential involuntary bankruptcy proceedings.
- d) Employer shall make diligent efforts to timely and fully comply with all the terms and conditions of this Agreement. Employer also agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of Project improvements on the Property which is within the City limits.
- e) Employer shall require approval of plans and specifications for the Project improvements prior to starting any construction.
- f) Employer owns or has secured site-control over the Property via a binding lease agreement.
- g) Employer shall have a continuing duty to cooperate with the City in providing all necessary information to assist the City in complying with this Agreement; and to execute such other and further documents as may be reasonably required to comply therewith.

Section 5.02 Representation and Warranties by the City of Seguin. The City of Seguin represents and warrants that this Agreement is within the scope of its authority, and that it has been duly authorized and empowered to execute and enter into this agreement.

Section 5.03 Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions. The parties shall execute any additional documents and agreement reasonably necessary to implement this Agreement.

ARTICLE VI **TERMINATION**

Section 6.01 Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following: (a) The written agreement of the Parties; (b) The Agreement's Expiration Date; or (c) An uncured Default by the Employer. The Expiration Date shall be the date that the final Incentive Payment is due; provided that the following shall survive termination of this Agreement for any reason: the

obligation of the City to pay an annual Incentive Payment for those years in which the applicable performance criteria set forth in Article IV were met; Article IV; Article V; Article VII; and Article IX.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.01 Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party, plus the passage of any Extensions, if the breaching Party qualifies for them under this section (“Cure Period”), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances, and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement, as well as any other remedies available in equity or law. The parties agree that this section will not apply to the Employer Performance Criteria, cited in Section 4 above.

Section 7.02 Recapture. In the event of Default by Employer under this Agreement, the City shall, after providing Employer notice and an opportunity to cure, have the right to recapture Incentive Payments.

Section 7.03 Liability of the Employer, Its Successors and Assignees. Any obligation or liability of the Employer whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Employer pursuant to any other instrument transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Employer only. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of partners, officers, employees, shareholders or agents of the Employer, regardless of whether such obligation or liability is contract, tort or otherwise.

Section 7.04 Mediation. If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation before resorting to litigation or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. All costs of negotiation and mediation, collectively known as alternate dispute resolution (“ADR”), shall be assessed equally between the City and Employer with each party bearing their own costs

for attorney's fees, experts, and other costs of ADR and any ensuing litigation.

ARTICLE VIII

NOTICE

Section 8.01 Notice. Notices under this Agreement must be sent by certified mail, return receipt requested, or personal deliver; notice by certified mail, return receipt requested, however, is effective only as of the date delivery of the certified mail correspondence is initially attempted. Personal deliver is effective upon delivery. The Parties' addresses for notice are:

City of Seguin:

Attn: City Manager
205 N. River St., Seguin, TX 78155

With copy to:

Mark Kennedy
City Attorney
205 N. River St., Seguin, TX 78155

CURT MANUFACTURING, LLC:

Attn: Brian Schudiske
Senior Vice President
6208 Industrial Dr.
Eau Claire, WI 54701

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01 Limitations on Liability. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code. The parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City.

Section 9.02. Personal Liability of Public Officials; No Debt Created. No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The Incentive Payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

Section 9.03 Force Majeure. In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

- a) The term “force majeure” as employed herein shall mean and refer, without limitation, to acts of God; strikes and/or lockouts; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority (other than the City): insurrections; riots; lightning, earthquakes, fires, hurricanes, storms, floods and other natural disasters; washouts and other weather-related delays’ restraint of government and people; civil disturbance; explosions; or other causes not reasonably within the control of the party claiming such inability.
- b) If, because of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed except as hereinafter provide, but of no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- c) It is understood and agreed that the settlement of strikes and lockouts shall entirely within the discretion of the party having the difficulty, and that the above requirement and any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgement of the party having the difficulty.

Section 9.04 Independent Contractors. It is expressly understood and agreed by all Parties hereto that in performing their services hereunder the Employer or its subcontractors or tenants at no time will be acting as agents of the City or and that all consultants or contractors engaged by the Employer, its subcontractors or tenants will be independent contractors. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the Employer under this Agreement, unless any such claims are due to the fault of the City.

Section 9.05 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

Section 9.06 Time is of the Essence. Time is of the essence in the performance of this Agreement.

Section 9.07 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.08 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein. Any Exhibits attached hereto are incorporated by reference for all purposes.

Section 9.09 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the parties and as approved by the City Council of the City of Seguin, Texas.

Section 9.10 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns; provided however (i) the benefits of this Agreement in favor of the Employer may not be assigned to any party other than an affiliate of Employer without the written consent of the City of Seguin (which consent shall not be unduly withheld, provided the City is satisfied that any remaining obligations under the Agreement will be

met); and (ii) notwithstanding the foregoing and any other provision of the Agreement to the contrary, any successor owner, occupant, tenant, licensee or invitee of any such portion of the Property (including, without limitation, any business that may operate from time to time thereon).

Section 9.11 Applicable Law and Venue. This Agreement is made and all obligations arising hereunder shall be construed and interpreted under the laws of the State of Texas and the venue for any action arising from the Agreement shall be Guadalupe County, Texas.

Section 9.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

Section 9.13 No Additional Waiver Implied. The failure of either Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

Section 9.14 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties.

Section 9.15 Merger. This Agreement embodies the entire understanding between the Parties and there are no other representations, warranties or agreements between the Parties covering the subject matter of this Agreement.

Section 9.16 Captions. The captions of each section of this Agreement are inserted solely for convenience.

Section 9.17 Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

Section 9.18 Indemnification. EMPLOYER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO EMPLOYER'S ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO EMPLOYER OR EMPLOYER'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF EMPLOYER OR EMPLOYER'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF EMPLOYER OR EMPLOYER'S TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. EMPLOYER SHALL PROMPTLY

ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF EMPLOYER OR EMPLOYER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT EMPLOYER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING EMPLOYER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY EMPLOYER TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. EMPLOYER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE EMPLOYER SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.

Section 9.19 Anti-Boycott Verification. To the extent this Agreement constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Employer represents that neither Employer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Employer (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment or the Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Section 9.20 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Employer represents that neither Employer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Employer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

IN WITNESS, WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, to be effective on the latest date of execution. Any party may change the address which

notices are to be sent by giving the other parties written notice in the manner provided in Section 8.01.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

THE CITY OF SEGUIN, TEXAS

Steve Parker, City Manager _____

ATTEST/SEAL:

Kristin Mueller, City Secretary _____

APPROVED AS TO FORM:

Mark Kennedy, City Attorney _____

Agreed to and accepted on _____, 2025.

CURT MANUFACTURING, LLC



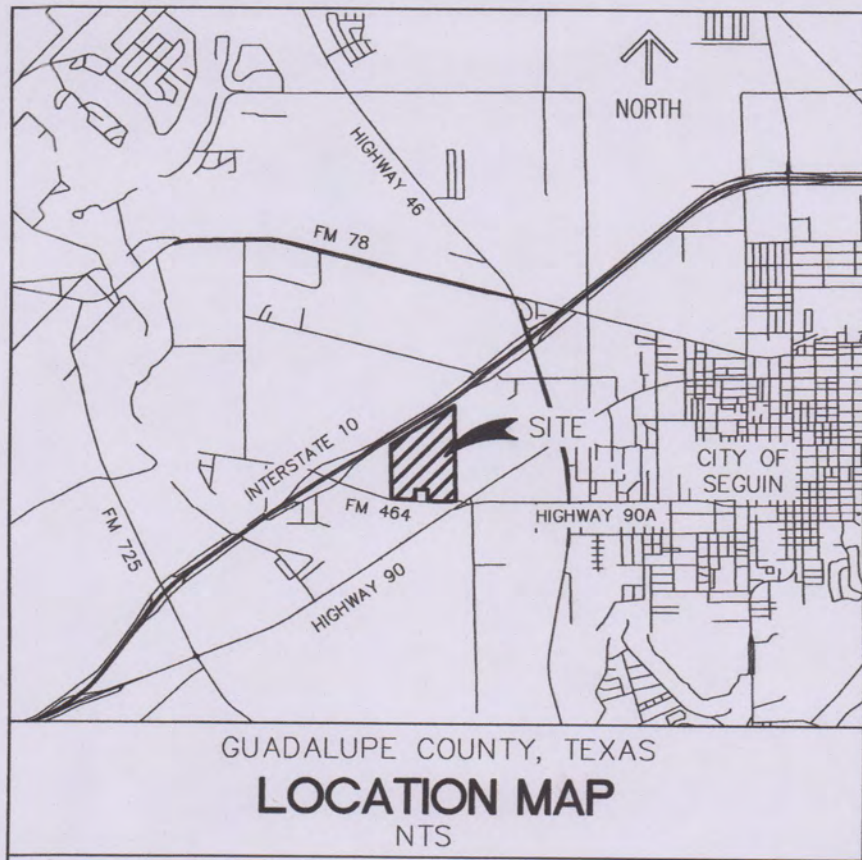
Brian Schudiske, Senior Vice President _____

Agreed to and accepted on 10/3, 2025.

Exhibit A: Property Description

Exhibit B: Project Site Plan

Exhibit A
Property Description



STATE OF GEORGIA
COUNTY OF FULTON

I, (WE) THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE ACKERMAN SEGUIN SUBDIVISION OF SEGUIN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE FOR THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION EXPRESSED.

THIS THE 5th DAY OF September, 2025.

BY: Donald K. Miller
DONALD K. MILLER, MANAGER
BALTISSSE-ACKERMAN SEGUIN I, LLLP, A GEORGIA LIMITED LIABILITY LIMITED PARTNERSHIP
BY: ACKERMAN SEGUIN I GUARANTOR, LLC, A GEORGIA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: Donald K. Miller
DONALD K. MILLER, MANAGER
BALTISSSE-ACKERMAN SEGUIN, LLLP, A GEORGIA LIMITED LIABILITY LIMITED PARTNERSHIP
BY: ACKERMAN SEGUIN GUARANTOR, LLC, A GEORGIA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Donald K. Miller, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th DAY OF September, 2025.

Nadine B. Schwartz
NOTARY PUBLIC FULTON COUNTY, GEORGIA



STATE OF TEXAS
COUNTY OF BEXAR

I, ETHAN OELKE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, INDICATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT IS TRUE AND CORRECT, CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY SUPERVISION.

Ethan C. Oelke
ETHAN C. OELKE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6926
211 NORTH LOOP 1604 EAST, SUITE 205
SAN ANTONIO, TEXAS 78232



OWNER OR DEVELOPER
BALTISSSE-ACKERMAN SEGUIN, LLLP
C/O ACKERMAN CO., LLC
10 GLENLAKE PARKWAY, SOUTH TOWER, SUITE 1000
ATLANTA, GA 30328

SURVEY DATE: MAY 3RD, 2023
PROPOSED USE: INDUSTRIAL
TOTAL LOTS: 2

UTILITIES
WATER: CITY OF SEGUIN
ELECTRIC: G.V.E.C.
SAN. SEWER: CITY OF SEGUIN
CABLE/TELEPHONE: SPECTRUM/AT&T
NATURAL GAS: CENTERPOINT

SCHOOL DISTRICT
SEGUIN INDEPENDENT SCHOOL DISTRICT

LIENHOLDER'S ACKNOWLEDGEMENT

WE, CIBC BANK USA, AN ILLINOIS STATE CHARTERED BANK, THE HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THIS PLAT, AS EVIDENCE BY INSTRUMENT OF RECORD UNDER CLERKS FILE NO. 202599018435, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, DO HEREBY:

-JOIN IN THE PLATTING SHOWN HEREON; AND
-CONSENT TO THE SUBDIVISION OF THE PROPERTY AS SHOWN.

EXECUTED THIS THE 16th DAY OF September, 2025.

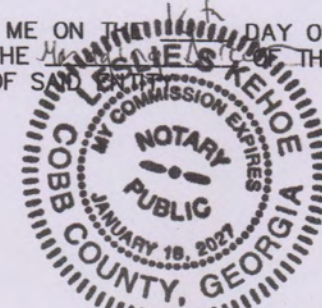
CIBC BANK USA, AN ILLINOIS STATE CHARTERED BANK

BY: Cheryl Spitalnick
CHERYL SPITALNICK
MANAGING DIRECTOR

STATE OF GEORGIA
COUNTY OF FULTON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 16th DAY OF September, 2025, BY Cheryl Spitalnick, KNOWN TO ME TO BE THE MANAGING DIRECTOR OF THE CIBC BANK USA, AN ILLINOIS STATE CHARTERED BANK, ON BEHALF OF SAID BANK.

John S. Oelke
NOTARY PUBLIC, STATE OF GEORGIA
MY COMMISSION EXPIRES: 1-18-2027



APPROVED BY THE PLANNING COMMISSION ON THIS 10 DAY OF October, 2023. THIS PLAT IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SEGUIN TEXAS, OR ITS AGENT IN TESTIMONY WHEREOF WITNESS OF THE OFFICIAL SIGNATURE.

Rafael CHAIRPERSON
Francis Davis RECORDER

MD CITY ENGINEER
9/30/2025 DATE

P. Centeno DIRECTOR OF PLANNING
10/01/25 DATE

LEGEND:

NTS	NOT TO SCALE
ESM'T	EASEMENT
OPR	GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
DR	GUADALUPE COUNTY DEED RECORDS
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
	SET 1/2" IRON RODS W/ ORANGE PLASTIC CAPS STAMPED "WESTWOOD"
	FOUND MONUMENT AS NOTED
	EASEMENT LINE

ACKERMAN SEGUIN SUBDIVISION

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

Westwood

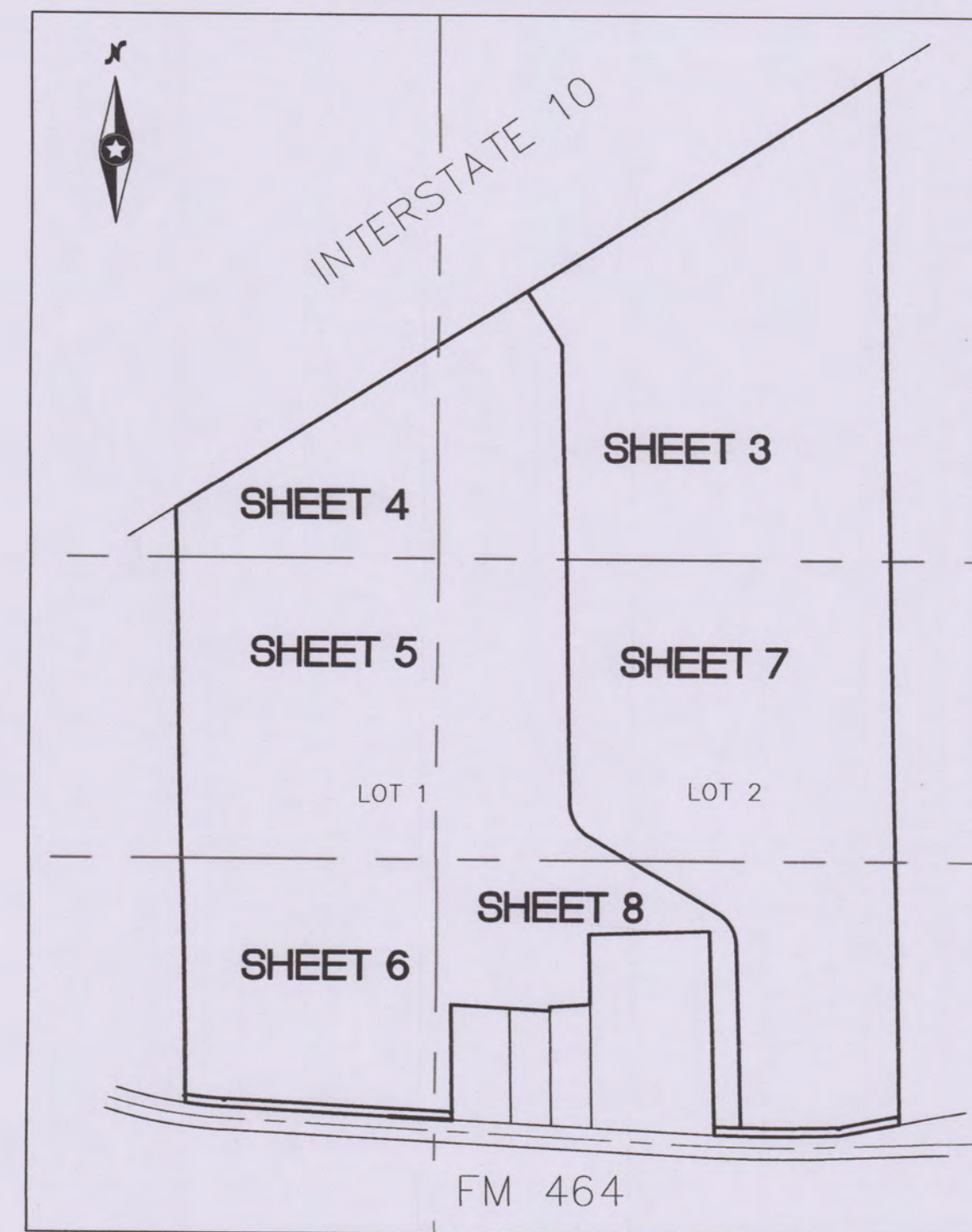
Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.

TBPCLS SURVEYING FIRM NO. 10074301 - TBPCLS ENGINEERING FIRM NO. 11756

PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025

INDEX MAP (NTS)



202599024900 VOL 10. PGS 517 - 624
I certify this instrument was FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on 10/02/2025 10:40:02 AM PAGES: 8 MORGAN TERESA KIEL, COUNTY CLERK

Teresa Kiel

CERTIFIED TO BE A TRUE
AND CORRECT COPY.
Guadalupe County Clerk
PAGE 1 OF 9 MT

OCT 0 2 2025

METES AND BOUNDS DESCRIPTION:

FIELD NOTE DESCRIPTION OF A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS, BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS (OPR); IN ALL, SAID 119.2485 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "TRI-COUNTY" FOUND ON THE NORTH RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY 464 FOR THE SOUTHEAST CORNER OF A CALLED 5.22 ACRE TRACT DESCRIBED IN DEED TO KL MUELLER PROPERTIES, LLC, IN VOLUME 2535, PAGE 874, OPR FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON EAST LINE OF SAID 5.22 ACRE TRACT AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 01°55'33" WEST, 624.71 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 5.22 ACRE TRACT, FOR A REENTRANT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON NORTH LINE OF SAID 5.22 ACRE TRACT AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 88°09'51" WEST, 370.25 FEET TO A 1" IRON PIPE FOUND AT THE COMMON NORTHWEST CORNER OF SAID 5.22 ACRE TRACT AND A REENTRANT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG WEST LINE OF SAID 5.22 ACRE TRACT COINCIDENT WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 01°21'46" EAST, 214.60 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TRI-COUNTY" FOUND ON THE WEST LINE OF SAID 5.22 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF A CALLED 1.052 ACRE TRACT DESCRIBED IN DEED TO TYLER LAWSON IN DOCUMENT NO. 202199044303, OPR, A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "WESTWOOD" SET IN THE NORTH ROW LINE OF FARM TO MARKET HIGHWAY 464, AT THE SOUTHWEST CORNER OF SAID 5.22 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID 1.052 TRACT BEARS SOUTH 01°21'46" EAST, 378.58 FEET FOR REFERENCE;

THENCE ALONG THE COMMON NORTH LINE OF SAID 1.052 ACRE TRACT AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 86°26'27" WEST, 123.40 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TRI-COUNTY" FOUND AT THE NORTHWEST CORNER OF SAID 1.052 ACRE TRACT, FOR A REENTRANT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON WEST LINE OF SAID 1.052 ACRE TRACT AND EAST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 01°22'22" WEST, 12.06 FEET TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF A CALLED 1.0 ACRE TRACT, DESCRIBED IN DEED TO MARY AFFLERBACH, ET AL IN VOLUME 4500, PAGE 372, DR, FOR A REENTRANT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON NORTH LINE OF SAID 1.0 ACRE TRACT AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 86°43'23" WEST, 123.25 FEET TO A 1/2" IRON ROD FOUND FOR AN ANGLE POINT AT THE NORTHEAST CORNER OF A CALLED 1.442 ACRE TRACT DESCRIBED IN DEED TO NANCY AND JAMES PEARSON IN DOCUMENT NO. 2017002102, OPR;

THENCE ALONG THE COMMON NORTH LINE OF SAID 1.442 ACRE TRACT AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 86°51'36" WEST, 180.14 FEET TO A 1-1/2" IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID 1.443 ACRE TRACT FOR A REENTRANT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON WEST LINE OF SAID 1.442 ACRE TRACT AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 01°22'11" EAST, 353.69 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TRI-COUNTY" FOUND ON THE NORTH RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY 464, AT THE SOUTHWEST CORNER OF SAID 1.442 ACRE TRACT, FOR THE WESTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON NORTH RIGHT OF WAY LINE OF FARM TO MARKET ROAD 464, AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 87°02'25" WEST, 193.66 FEET TO A 1/2" IRON ROD FOUND FOR AN ANGLE POINT;

THENCE CONTINUING ALONG THE COMMON NORTH RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY 464, AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 87°00'21" WEST, 505.39 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "WESTWOOD" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 120.35', A RADIUS OF 1397.33', A DELTA OF 4°56'06" AND A CHORD BEARING AND DISTANCE OF NORTH 84°19'36" WEST, 120.31 FEET TO A 1" IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 1, BV ADDITION, RECORDED IN VOLUME 7, PAGE 787, GUADALUPE COUNTY PLAT RECORDS, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON EAST LINE OF SAID LOT 1, BV ADDITION, AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 01°18'29" WEST, 1818.05 FEET TO A TXDOT MONUMENT WITH ALUMINUM CAP FOUND ON THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 10 FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 10 AND THE NORTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 58°12'53" EAST, 170.03 FEET TO A TXDOT MONUMENT WITH ALUMINUM CAP FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE CONTINUING ALONG THE COMMON SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 10, AND THE NORTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 58°06'01" EAST, 2373.98 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND FOR THE NORTHWEST CORNER OF LOT 1, CATERPILLAR POWER SYSTEMS SUBDIVISION, COINCIDENT WITH THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON WEST LINE OF SAID LOT 1, CATERPILLAR POWER SYSTEMS SUBDIVISION, AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 01°15'11" EAST, 3216.95 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY 464, FOR THE SOUTHWEST CORNER OF SAID LOT 1, CATERPILLAR POWER SYSTEMS SUBDIVISION, COINCIDENT WITH THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH A TXDOT MONUMENT WITH ALUMINUM CAP FOUND BEARS NORTH 78°59'57" EAST, 203.97 FEET FOR REFERENCE;

THENCE ALONG THE COMMON NORTH RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY 464 AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 79°00'16" WEST, 182.96 FEET TO A TXDOT TYPE II MONUMENT FOUND FOR AN ANGLE POINT;

THENCE CONTINUING ALONG THE COMMON NORTH RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY 464 AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 88°22'03" WEST, 73.57 FEET TO A TXDOT TYPE II MONUMENT FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 314.03', A RADIUS OF 5694.12, A DELTA OF 03°09'35" AND A CHORD BEARING AND DISTANCE OF NORTH 89°41'27" WEST, 313.99 FEET TO THE POINT OF BEGINNING

CONTAINING IN ALL, 119.2485 ACRES OR 5,194,464 SQUARE FEET OF LAND. BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATES FOR THE SOUTH CENTRAL ZONE, 4204 (NAD 83, 2011 ADJUSTMENT).

TXDOT NOTES:

- FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SET-BACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
- OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY. THE CONCENTRATED RELEASE OF STORM WATER VIA A STREET OR DRIVEWAY TO THE STATE ROADWAY PAVEMENT WILL NOT BE PERMITTED.
- MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY TXDOT'S "ACCESS MANAGEMENT MANUAL".
- IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT-OF-WAY SHALL BE AS DIRECTED BY TXDOT.
- ANY TRAFFIC CONTROL MEASURES (RIGHT-TURN LANE, LEFT-TURN LANE, SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.

G.V.E.C. NOTES:

- WHERE UNDERGROUND SERVICES ARE UTILIZED GVEC WILL POSSESS A 5-FOOT WIDE EASEMENT TO THE SERVICE METER LOCATION. EASEMENT TO FOLLOW SERVICE LINE AND WILL VARY DEPENDING ON LOCATION OF BUILDING OR STRUCTURE.
- EACH LOT IS SUBJECT TO A FLOATING 10' WIDE BY 40' LONG GUY WIRE EASEMENT TO BE LOCATED BY GVEC.
- ALL EXISTING GVEC OVERHEAD LINES POSSESS A 30' CENTERLINE EASEMENT, 15' EACH SIDE OF LINE.
- ALL UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS WHICH IMPEDE ACCESS, ENDANGER, OR INTERFERE WITH USE OF EASEMENT), INSPECTING, PATROLLING, READING OF METERS, RECONSTRUCTION AND REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
- NO BUILDINGS, WELLS OR OTHER OBSTRUCTIONS SHALL BE PLACED IN ANY UTILITY EASEMENT. GVEC SHALL HAVE THE RIGHT OF INGRESS & EGRESS OVER GRANTOR'S ADJACENT LANDS FOR ACCESS OF FACILITIES WHERE ACCESS WITHIN THE UTILITY EASEMENT IS OBSTRUCTED.
- GBRA AGREES TO ALLOW GVEC ACCESS/CROSSING OF THE EASEMENT ALONG THE WESTERN EDGE OF THE PROPERTY AS LAID OUT IN THE GBRA/GVEC ENCROACHMENT AGREEMENT TO BE EXECUTED AFTER THIS PLAT IS RECORDED.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	314.03'	5694.12'	3°09'35"	N89° 41' 27"W	313.99'
C2	120.35'	1397.33'	4°56'06"	N84° 19' 36"W	120.31'
C3	233.89'	5669.12'	2°21'50"	S89° 54' 43"W	233.88'
C4	122.31'	1372.33'	5°06'24"	N84° 14' 20"W	122.27'
C5	80.35'	5669.12'	0°48'43"	S88° 30' 00"E	80.35'
C6	120.99'	120.00'	57°46'06"	N30° 48' 36"W	115.93'
C7	122.40'	120.00'	58°26'28"	N30° 28' 25"W	117.16'
C8	66.37'	1312.33'	2°53'52"	N85° 20' 26"W	66.36'
C9	38.44'	1282.33'	1°43'03"	S85° 55' 34"E	38.44'
C10	73.36'	45.42'	92°32'31"	N34° 15' 25"W	65.64'
C11	210.32'	200.00'	60°15'12"	N31° 29' 41"W	200.77'
C12	50.49'	50.00'	57°51'31"	N30° 45' 54"W	48.37'
C13	79.22'	50.00'	90°46'47"	N43° 33' 15"E	71.19'
C14	38.86'	50.00'	44°31'55"	S68° 47' 24"E	37.89'
C15	40.02'	50.00'	45°51'36"	S23° 35' 38"E	38.96'
C16	42.76'	50.00'	48°59'57"	S23° 50' 08"W	41.47'
C17	69.35'	120.30'	33°01'50"	S74° 12' 56"W	68.40'

NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM FOR THE SOUTH CENTRAL ZONE, 4204, NORTH AMERICAN DATUM OF 1983 (2011).
- DIMENSIONS AND COORDINATES SHOWN HEREON ARE SURFACE, UTILIZING A COMBINED SCALE FACTOR OF 1.0001494456 APPLIED AT N=13,758,345.48', E=2,284,508.80'.
- ALL SET PINS ARE 1/2" DIAMETER REBAR WITH AN ORANGE PLASTIC CAP STAMPED "WESTWOOD".
- FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SET-BACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
- OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY. THE CONCENTRATED RELEASE OF STORM WATER VIA A STREET OR DRIVEWAY TO THE STATE ROADWAY PAVEMENT WILL NOT BE PERMITTED.
- MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY TXDOT'S "ACCESS MANAGEMENT MANUAL".
- IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT-OF-WAY SHALL BE AS DIRECTED BY TXDOT.
- ANY TRAFFIC CONTROL MEASURES (RIGHT-TURN LANE, LEFT-TURN LANE, SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.
- STORMWATER MANAGEMENT AND RUNOFF IS THE RESPONSIBILITY OF THE PROPERTY OWNER(S) INCLUDING, BUT NOT LIMITED TO: CONSTRUCTION, MAINTENANCE AND OPERATION OF ALL ONSITE FACILITIES WHETHER TEMPORARY EROSION/SEDIMENTATION CONTROL) OR PERMANENT INCLUDING CONVEYANCE, STORAGE, DISCHARGE AND REGULATORY COMPLIANCE CONSISTENT WITH APPLICABLE CITY CODES, ORDINANCES, STATE AND FEDERAL LAW.
- SIDEWALKS MEETING ADA REQUIREMENTS ARE REQUIRED ALONG ALL STREETS AND ROADWAYS. SIDEWALK LOCATIONS SHALL BE BASED ON ZONING REQUIREMENTS.
- THIS PLAT IS SUBJECT TO THE CITY OF SEGUIN "UNIFIED DEVELOPMENT CODE."
- THIS PLAT IS SUBJECT TO THE CITY OF SEGUIN "UNIFIED DEVELOPMENT CODE" FOR LANDSCAPING, TREE PROTECTION, AND MITIGATION.
- STORMWATER DETENTION PLANS WILL BE PROVIDED FOR REVIEW AND APPROVAL IN COMPLIANCE WITH ESTABLISHED STORMWATER MANAGEMENT REGULATIONS AND APPROVED BY THE CITY ENGINEER PRIOR TO SITE DEVELOPMENT AND ON SITE CONSTRUCTION ACTIVITIES.
- BUILDING SETBACK LINES SHALL BE PRESCRIBED UNDER THE DESIGNATED ZONING DISTRICT AS ESTABLISHED BY THE CITY OF SEGUIN.
- ALL OPEN SPACES, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENTS OR OTHER AREAS IDENTIFIED AS PRIVATE SHALL BE THE RESPONSIBILITY OF THE OWNER OR OWNERS SUCCESSORS AND / OR ASSIGNS. NO STRUCTURES, BUILDINGS, OR AN INCREASE IN IMPERVIOUS COVER IS ALLOWED IN THE OPEN SPACE LOTS AND DRAINAGE EASEMENTS UNLESS APPROVED BY CITY ENGINEER.
- THE DRAINAGE EASEMENTS INDICATED SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY, AND ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THE EASEMENT EXCEPT BY APPROVED METHODS.
- ALL UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO THE REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING OF METERS, AND THE REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITY INFRASTRUCTURE AND APPURTENANCES.
- STORMWATER RUNOFF MANAGEMENT TO MITIGATE THE INCREASE OF RUNOFF FROM LAND DEVELOPMENT REQUIRED.
- LOTS BEING CREATED BY THIS PLAT ARE LOT 1 AND LOT 2, ACKERMAN SEGUIN SUBDIVISION.

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	182.96'	S79° 00' 16"W
L2	73.57'	S88° 22' 03"W
L3	123.40'	S86° 26' 27"W
L4	12.06'	S1° 22' 22"W
L5	123.25'	N86° 43' 23"W
L6	71.44'	S88° 22' 03"W
L7	185.21'	S79° 00' 16"W
L8	191.76'	N87° 02' 25"W
L9	68.85'	S61° 56' 26"E
L10	68.85'	N61° 56' 26"W
L11	31.30'	S74° 45' 52"E
L12	30.00'	S88° 44' 49"W
L13	107.11'	S88° 04' 27"W
L14	127.33'	N88° 04' 27"E
L15	50.00'	S88° 44' 49"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L16	138.25'	N34° 23' 07"W
L17	112.48'	S46° 31' 27"E
L18	166.37'	S34° 23' 07"E
L19	80.00'	S88° 48' 28"W
L20	27.00'	N88° 47' 19"E
L21	42.20'	N88° 48' 28"E
L22	75.25'	S0° 39' 50"E
L23	22.97'	S88° 48' 28"W
L24	23.75'	N1° 21' 46"W
L25	75.25'	N0° 39' 50"W
L26	80.00'	S88° 48' 28"W
L27	91.10'	S27° 41' 43"E
L28	101.91'	S27° 41' 43"E
L29	53.11'	N1° 55' 33"W
L30	15.00'	N88° 09' 51"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L31	16.00'	N1° 15' 11"W
L32	35.36'	S43° 44' 49"W
L33	28.28'	S43° 44' 49"W
L34	799.16'	S1° 15' 11"E

FINAL PLAT OF

ACKERMAN SEGUIN
SUBDIVISION

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.
TBPELS SURVEYING FIRM NO. 10074301 - TBPELS ENGINEERING FIRM NO. 11756

PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025

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AND CORRECT COPY.
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PAGE 2 OF 8

OCT 0 2 2025

ACKERMAN SEGUIN
SUBDIVISION

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

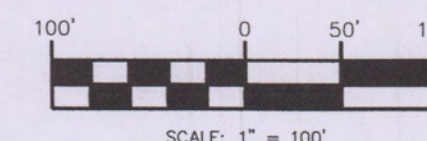
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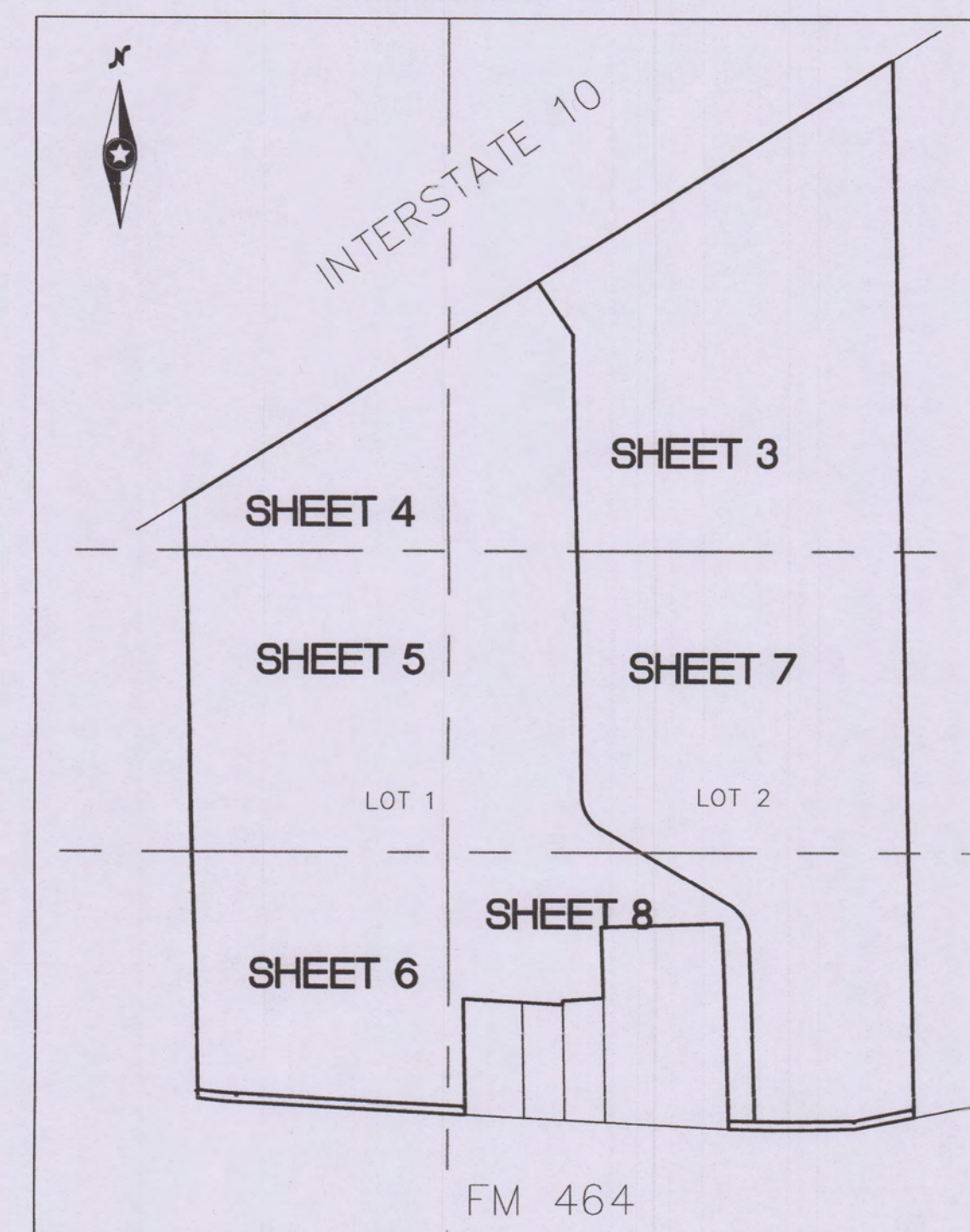
SCALE: 1" = 100'

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OCT 02 2025

CATERPILLAR INC.
LOT 1, CATERPILLAR POWER
SYSTEMS SUBDIVISION
VOL. 7, PG. 653, PR

INDEX MAP (NTS)



SHEET 3 OF 8

LEGEND:

NTS	NOT TO SCALE
ESM'T	EASEMENT
OPR	GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
DR	GUADALUPE COUNTY DEED RECORDS
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET

SET 1/2" IRON ROD W/ ORANGE PLASTIC CAP
STAMPED "WESTWOOD"

FOUND MONUMENT AS NOTED

EASEMENT LINE

20' WIDE SANITARY SEWER EASEMENT
VOL. 2934, PG. 474, OPR

INTERSTATE HIGHWAY 10
(VARIABLE WIDTH R.O.W.)

N58°06'01"E 2373.98'
N33°09'41"W 198.62'

REMAINDER OF EASEMENT FOR HIGHWAY PURPOSES
VOL. 369, PG. 516, DR

LOT 2
58.034 ACRES

LOT 1
60.416 ACRES

N0°15'11"W 1400.11'

30' ACCESS EASEMENT

MATCH LINE 3&7

FND 1/2" IRON ROD W/ CAP
"WESTWOOD 6530"

PERMANENT ACCESS AND
UTILITY EASEMENT
VOLUME 4188, PAGE 385, OPR

10' WATER LINE AND
ACCESS EASEMENT

15' GVEC EASEMENT

15' GVEC EASEMENT

PERMANENT ACCESS AND
UTILITY EASEMENT
VOLUME 4188, PAGE 385, OPR

15' GVEC EASEMENT

10' WATER LINE AND
ACCESS EASEMENT

PERMANENT ACCESS AND
UTILITY EASEMENT
VOLUME 4188, PAGE 385, OPR

ACKERMAN SEGUIN
SUBDIVISION

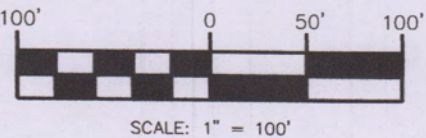
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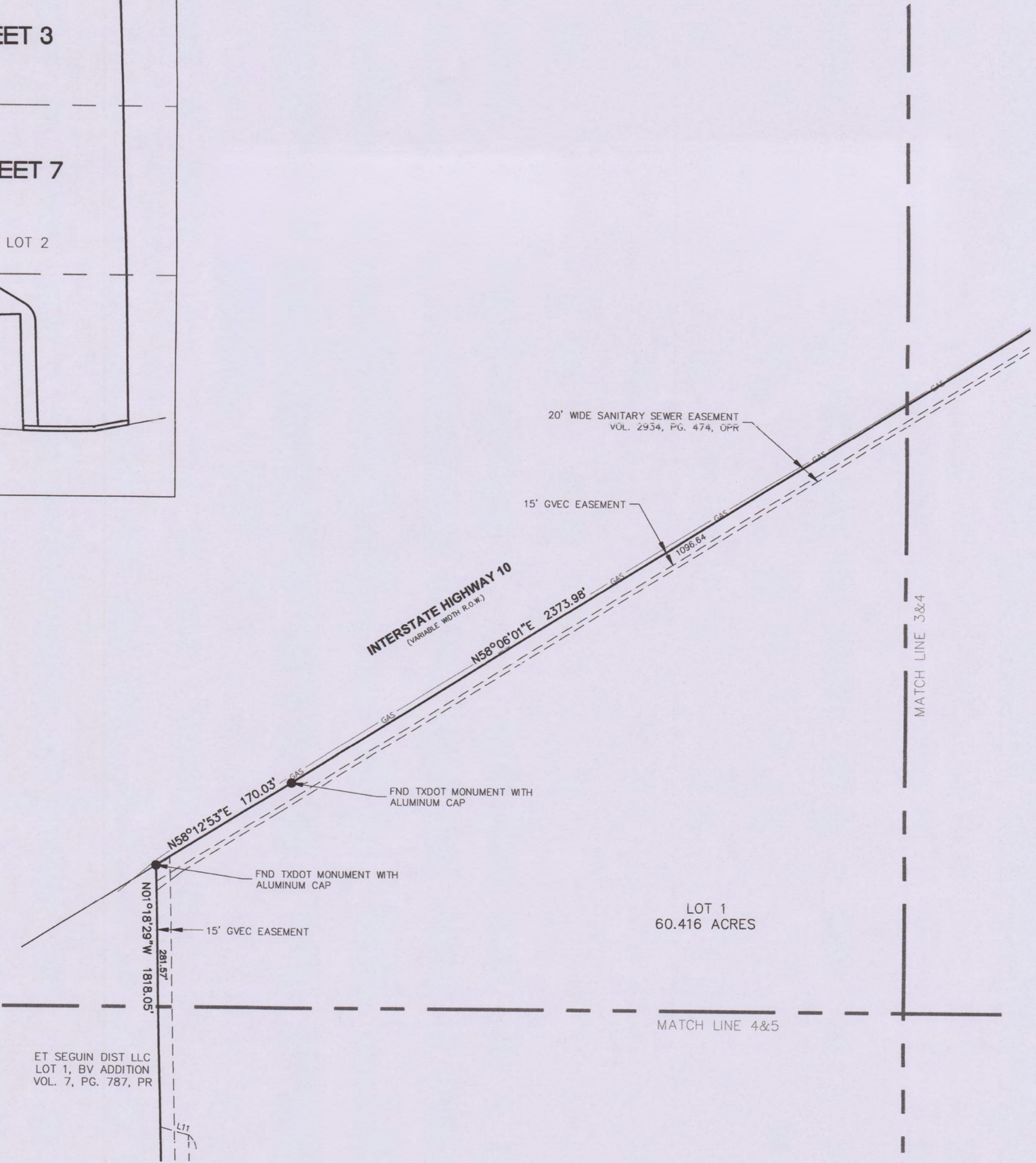
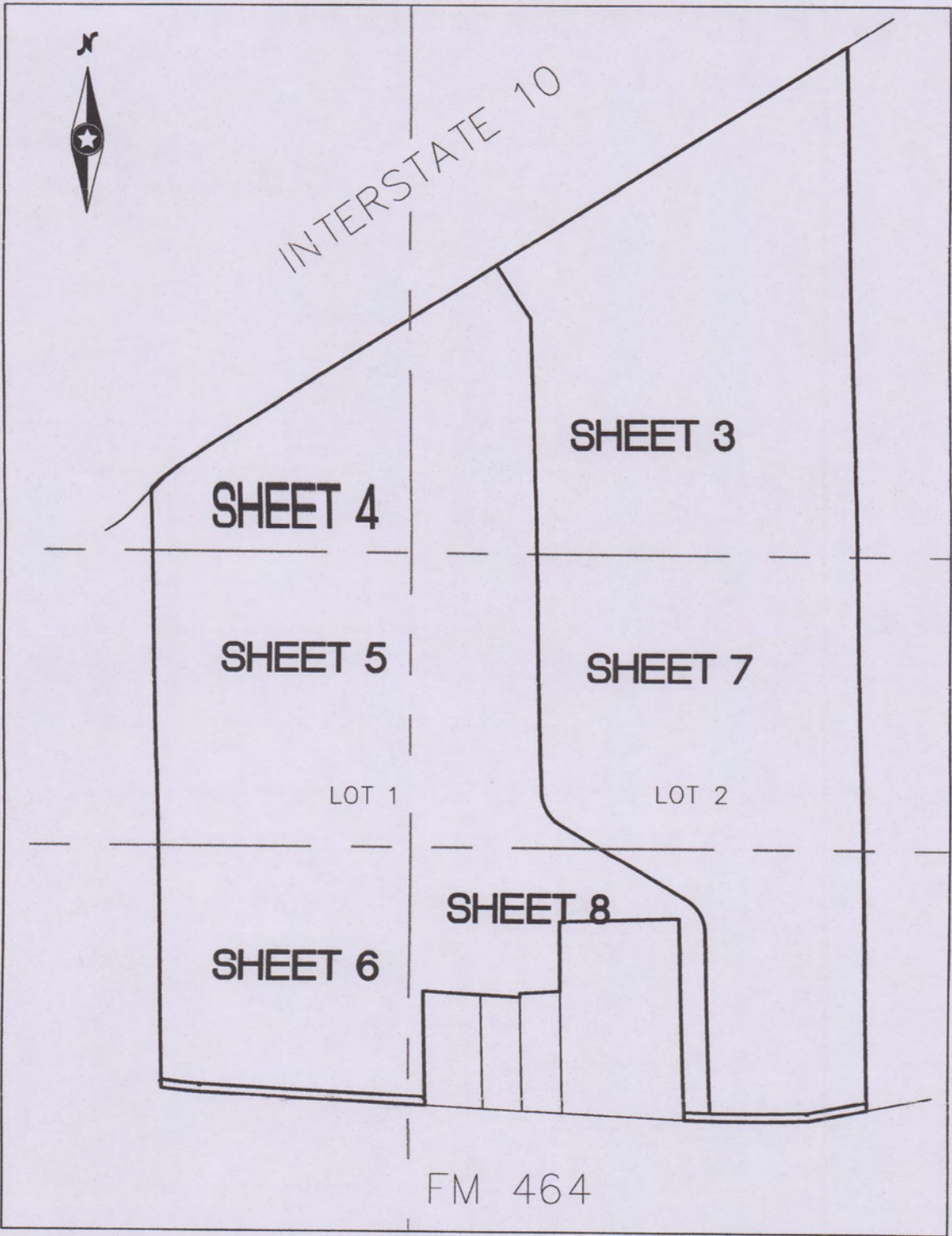
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PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025



LEGEND:

NTS	NOT TO SCALE
ESM'T	EASEMENT
OPR	GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
DR	GUADALUPE COUNTY DEED RECORDS
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
	SET 1/2" IRON ROD W/ ORANGE PLASTIC CAP STAMPED "WESTWOOD"
	FOUND MONUMENT AS NOTED
	EASEMENT LINE

INDEX MAP (NTS)



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PAGE 4 OF 9 Mr

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ACKERMAN SEGUIN SUBDIVISION

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

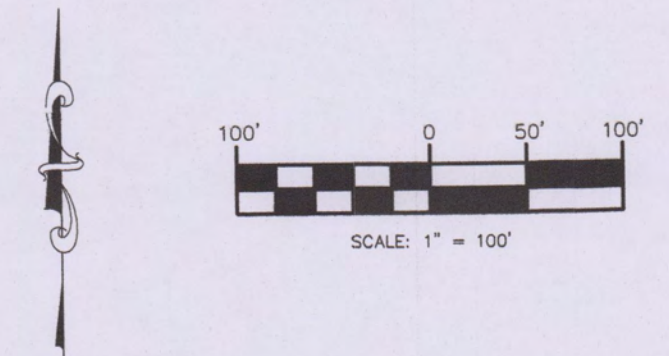
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TBPCLS SURVEYING FIRM NO. 10074301 - TBPCLS ENGINEERING FIRM NO. 11756

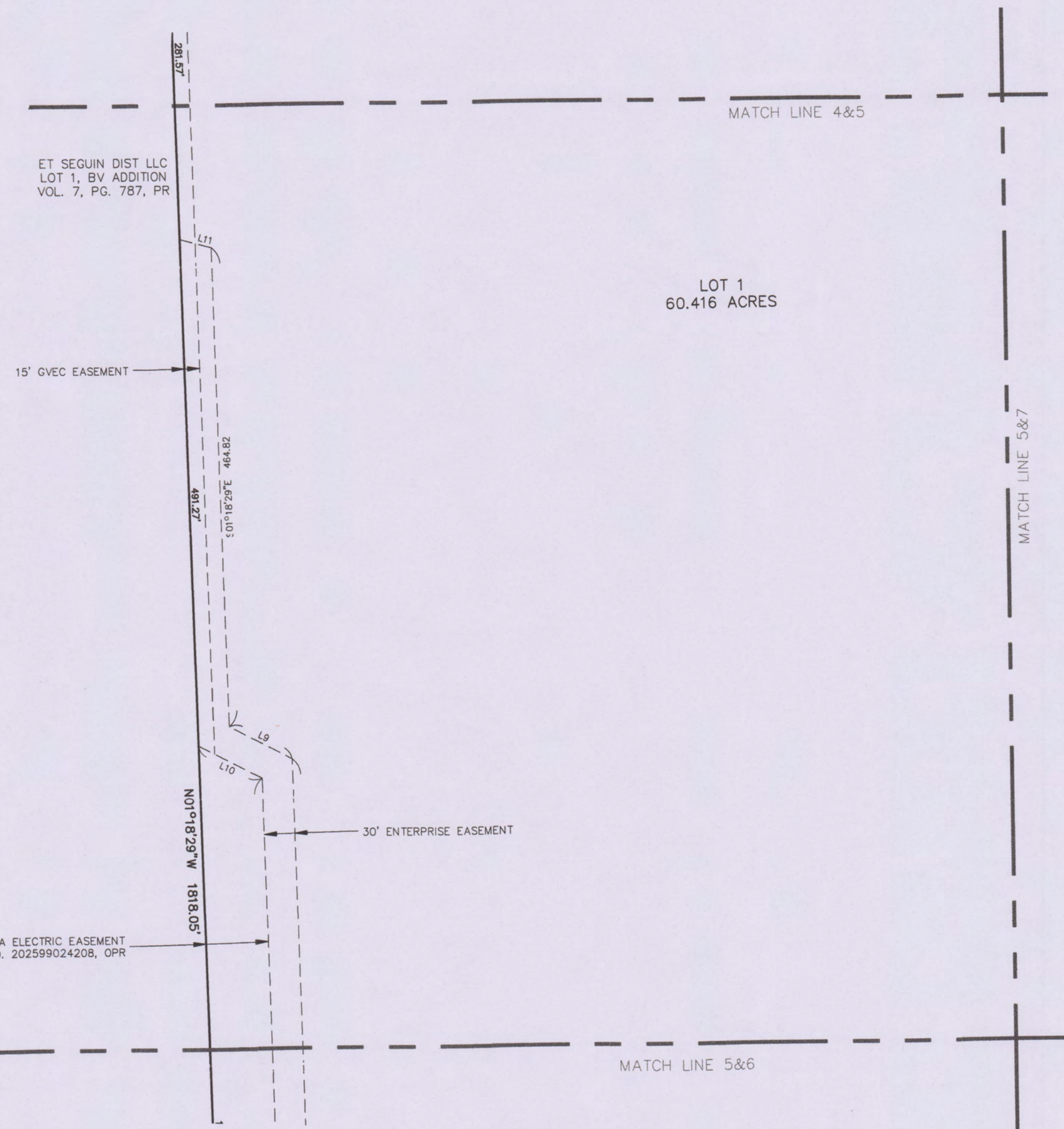
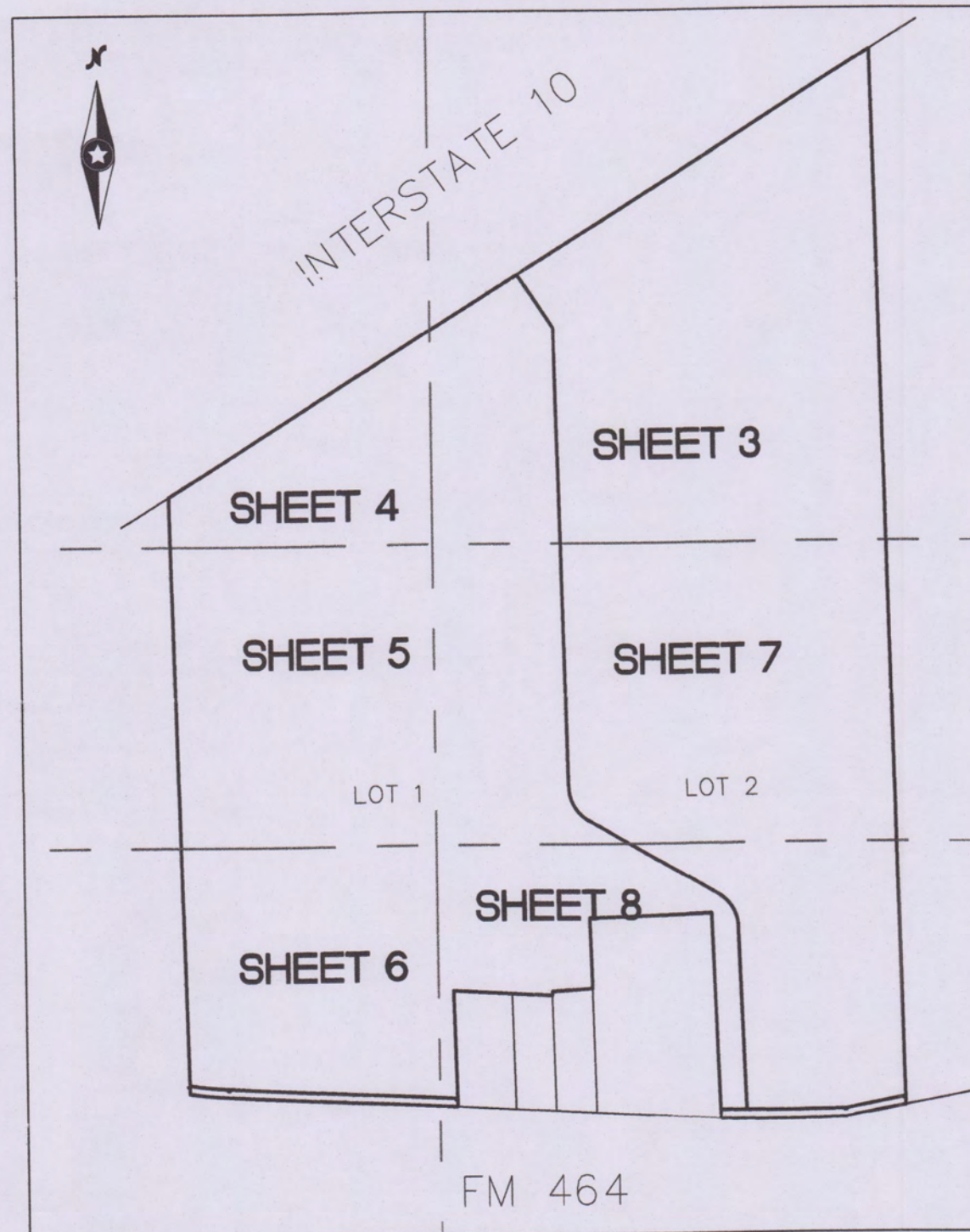
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DATE OF PREPARATION: 08-21-2025



LEGEND:

NTS	NOT TO SCALE
ESM'T	EASEMENT
OPR	GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
DR	GUADALUPE COUNTY DEED RECORDS
R.O.W.	RIGHT OF WAY
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PAGE 5 OF 9 MR

OCT 02 2025

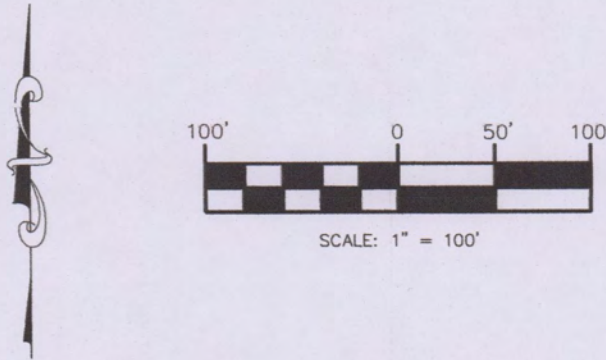
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SUBDIVISION

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

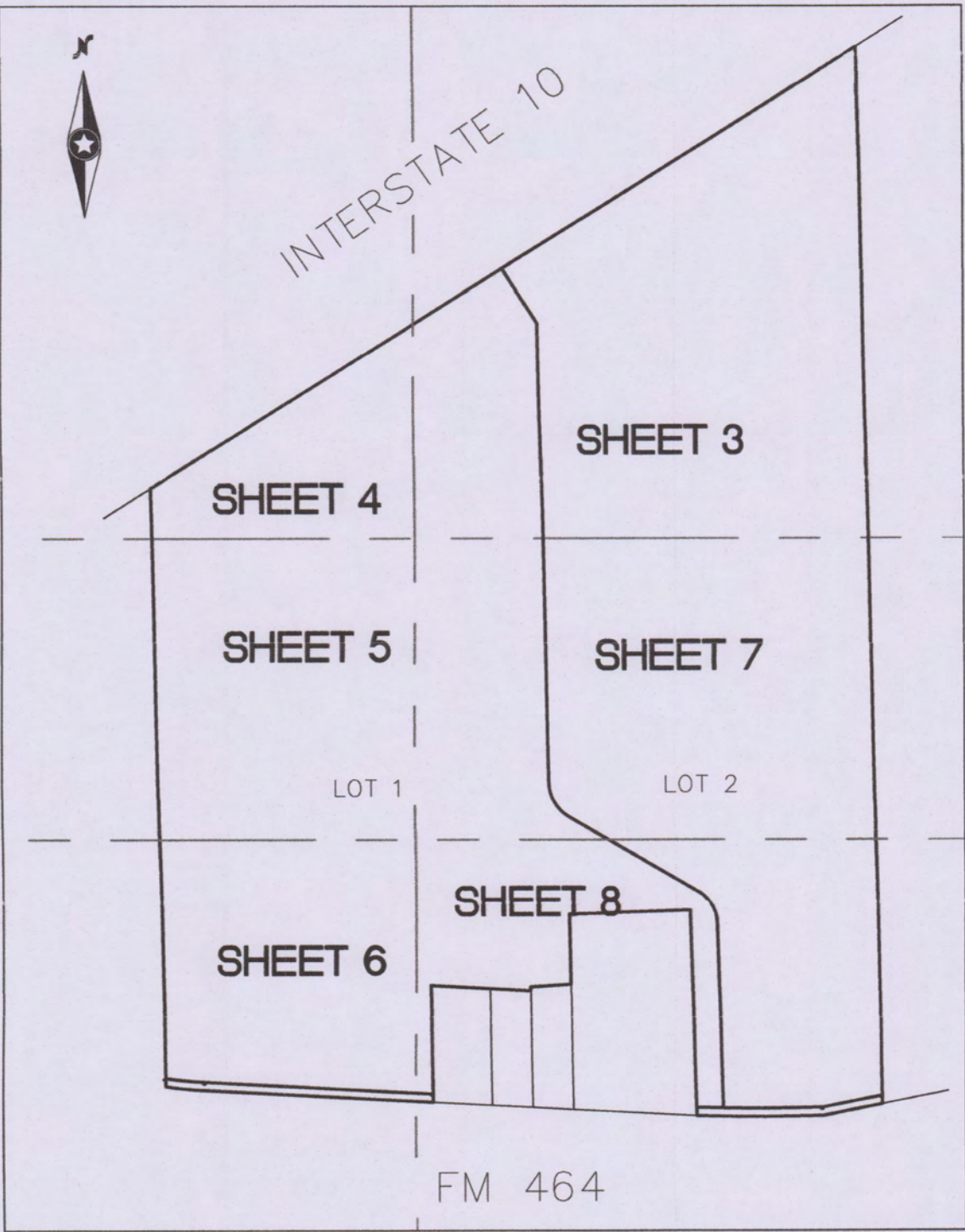
Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.
TBPELS SURVEYING FIRM NO. 10074301 - TBPELS ENGINEERING FIRM NO. 11756
PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025



INDEX MAP (NTS)

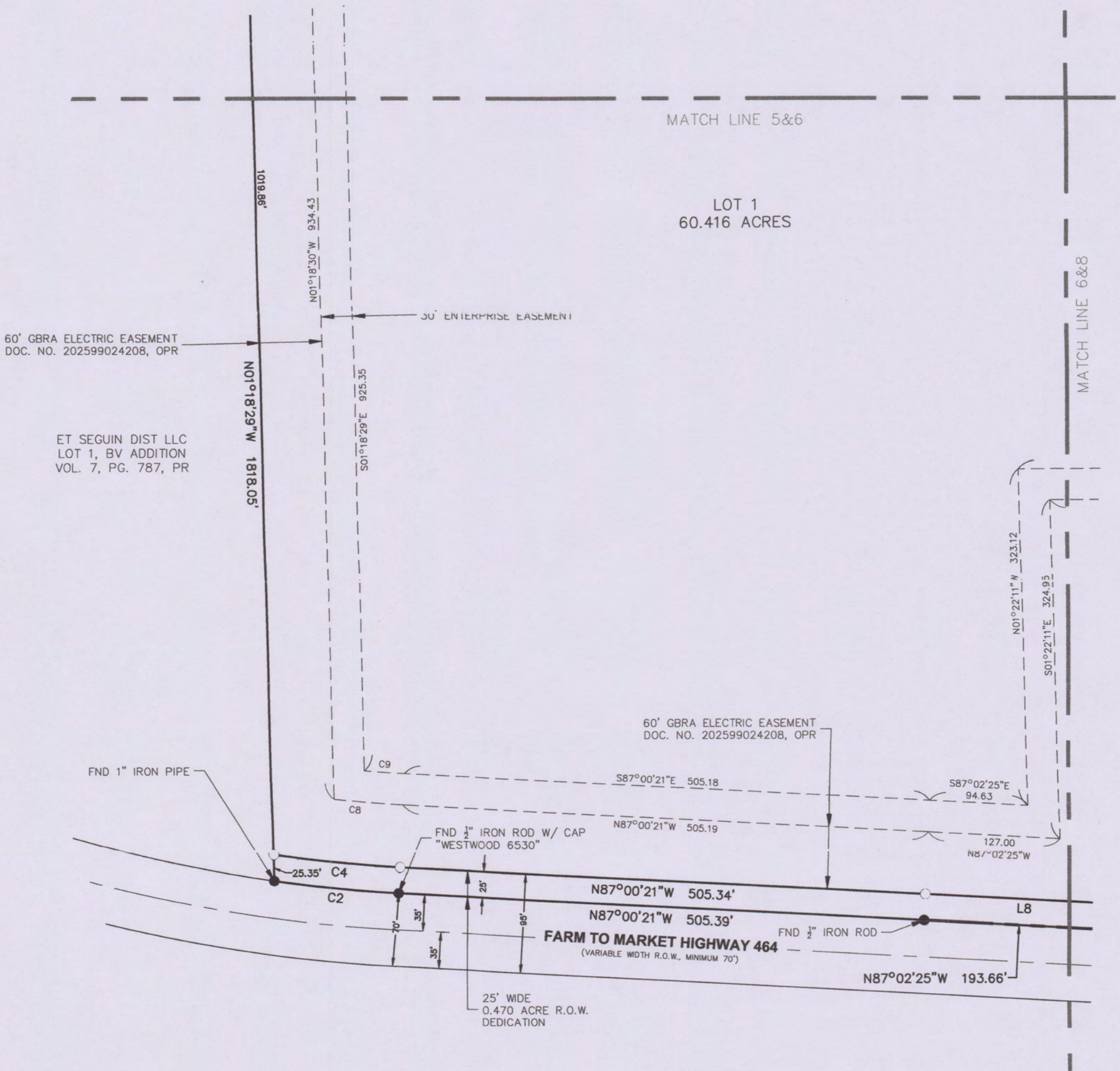


CERTIFIED TO BE A TRUE
AND CORRECT COPY,
Guadalupe County Clerk
PAGE 6 OF 8

OCT 0 2 2025

LEGEND:

- NTS NOT TO SCALE
- ESM'T EASEMENT
- OPR GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
- DR GUADALUPE COUNTY DEED RECORDS
- R.O.W. RIGHT OF WAY
- SQ. FT. SQUARE FEET
- SET 1/2" IRON ROD W/ ORANGE PLASTIC CAP STAMPED "WESTWOOD"
- FOUND MONUMENT AS NOTED
- EASEMENT LINE



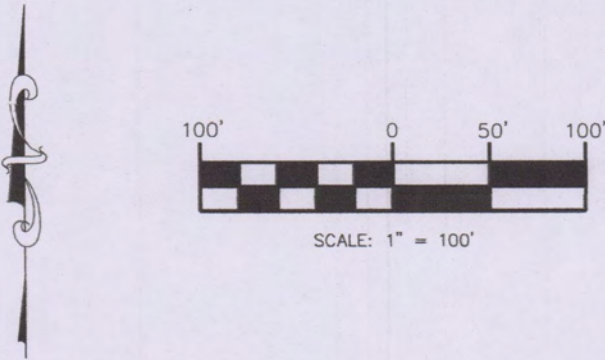
FINAL PLAT OF
**ACKERMAN SEGUIN
SUBDIVISION**

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

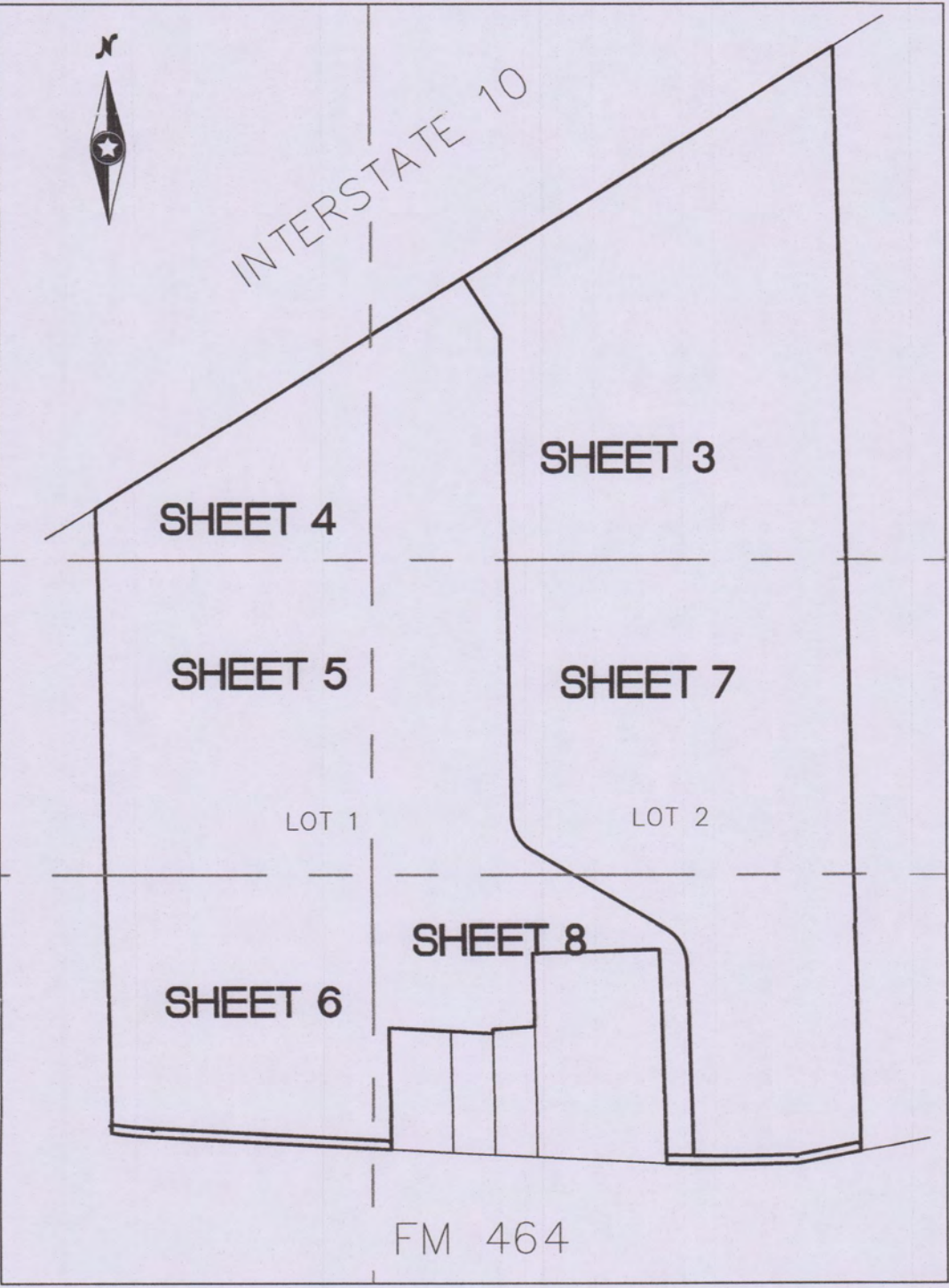
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INDEX MAP (NTS)



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Guadalupe County Clerk
PAGE 1 OF 9 MC

OCT 02 2025

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ESM'T EASEMENT
OPR GUADALUPE COUNTY OFFICIAL
PUBLIC RECORDS
DR GUADALUPE COUNTY DEED RECORDS
R.O.W. RIGHT OF WAY
SQ. FT. SQUARE FEET

SET 1/2" IRON ROD W/ ORANGE PLASTIC CAP
STAMPED "WESTWOOD"

FOUND MONUMENT AS NOTED

EASEMENT LINE

MATCH LINE 3&7

LOT 1
60.416 ACRES

LOT 2
58.034 ACRES

PERMANENT ACCESS AND
UTILITY EASEMENT
VOLUME 4188, PAGE 385, OPR

15' GVEC EASEMENT

15' WATER LINE AND
ACCESS EASEMENT

16' WATER LINE EASEMENT

CATERPILLAR INC.
LOT 1, CATERPILLAR POWER
SYSTEMS SUBDIVISION
VOL. 7, PG. 653, PR

20' ELECTRIC ESM'T

VARIABLE WIDTH
DRAINAGE EASEMENT

PERMANENT ACCESS AND
UTILITY EASEMENT
VOLUME 4188, PAGE 385, OPR

LOT 2
58.034 ACRES

MATCH LINE 7&8

ACKERMAN SEGUIN SUBDIVISION

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

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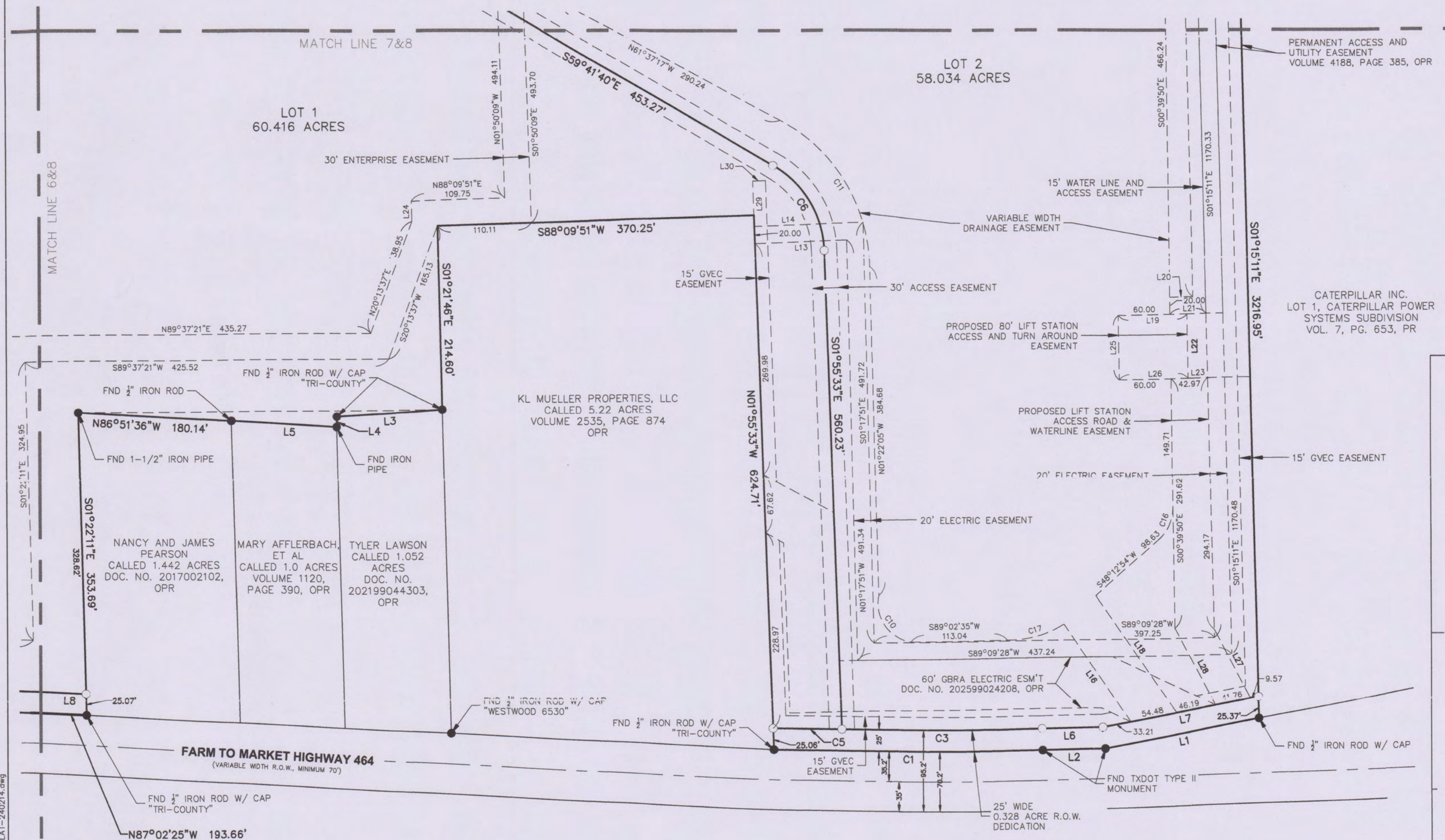
Westwood Professional Services, Inc.

TBPELS SURVEYING FIRM NO. 10074301 - TBPELS ENGINEERING FIRM NO. 11756

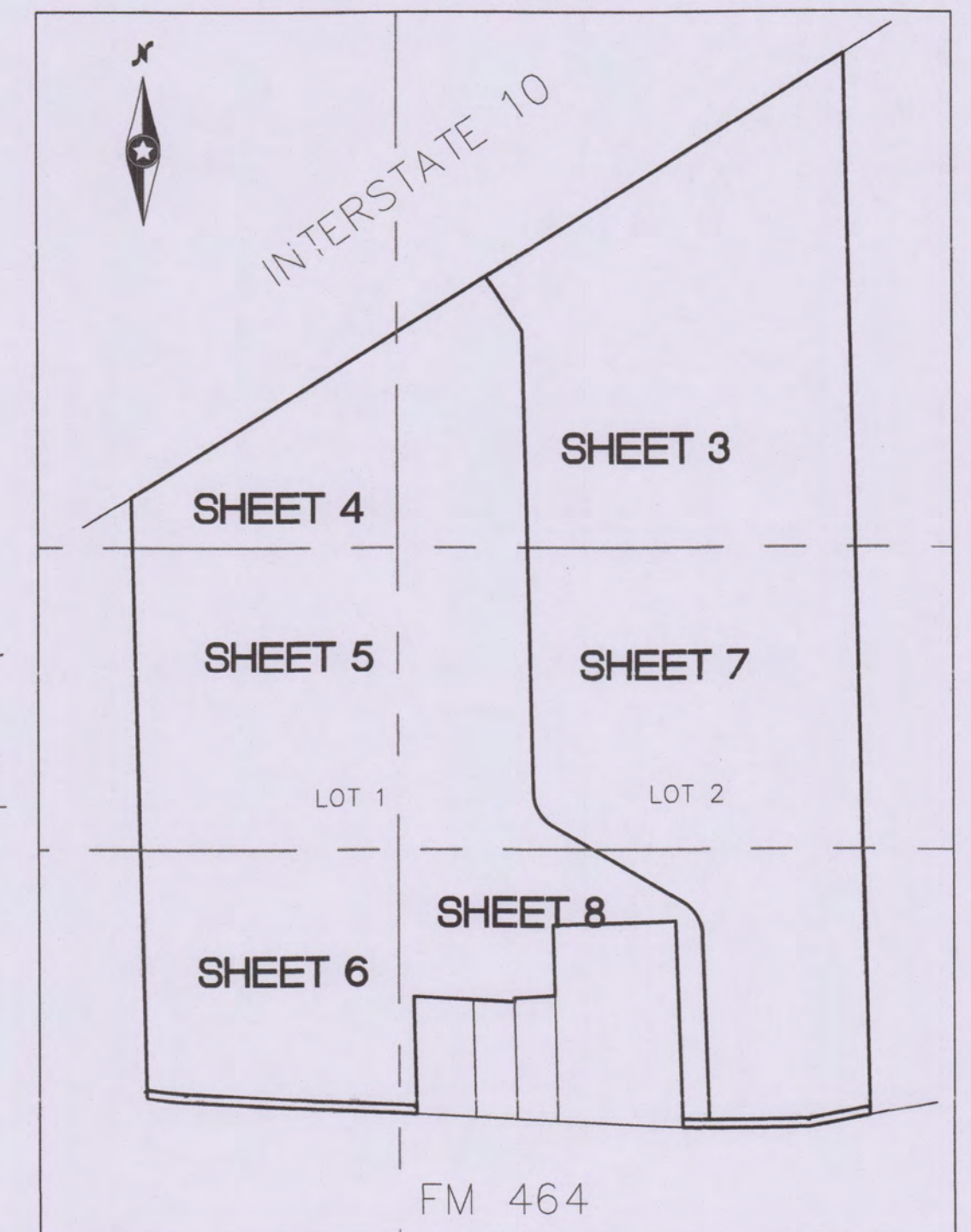
PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025

LEGEND:

NTS	NOT TO SCALE
ESM'T	EASEMENT
OPR	GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
DR	GUADALUPE COUNTY DEED RECORDS
R.O.W.	RIGHT OF WAY
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	FOUND MONUMENT AS NOTED
	EASEMENT LINE



INDEX MAP (NTS)



CERTIFIED TO BE A TRUE
AND CORRECT COPY,
Guadalupe County Clerk
PAGE 8 OF 9 MR

STATE OF TEXAS
COUNTY OF GUADALUPE
I do hereby certify that the foregoing is a true
and correct copy as the same appears on FILE
AND RECORDED in the Official Public Record
of Guadalupe County, Texas, on the date and
time stamped thereon.

Teresa Kiel
TERESA KIEL
Guadalupe County Clerk
By *Myra Luna* Deputy

OCT 0 2 2025

Exhibit B
Project Site Plan

NO.	DESCRIPTION	DATE	BY	APP.
2	CONSTRUCTION SET (P)	8/21/25		

PROJECT VAQUERO
1926 FM 464 SEGUIN, TEXAS 78155
OVERALL SITE PLAN

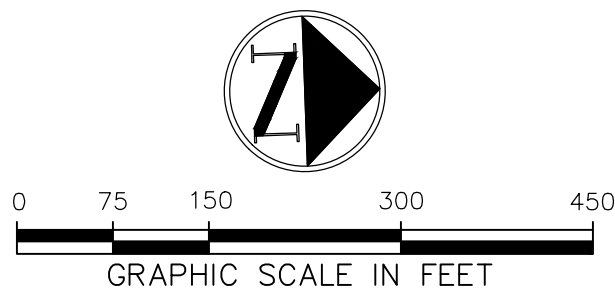
DATE:	October, 2025
DRAFTER:	TM
DESIGNER:	AR
CHECKED:	RZ
PROJECT NO.	0045497.00

RAUL M. ZAVALA
144856
PROFESSIONAL ENGINEER

10/01/25
C200
SHEET 12 OF 52

IMPERVIOUS COVER SUMMARY	
TOTAL LOT SIZE	±58.31 AC
IMPERVIOUS COVER	±20.4 AC
PERVIOUS COVER	±37.91 AC
TOTAL PERCENTAGE OF PERVIOUS COVER TO LOT AREA	34.98%

PARKING SUMMARY	
TOTAL PARKING STALLS	262
HANDICAP ACCESSIBLE STALLS	9



- LEGEND**
- PROPERTY LINE
 - EASEMENT LINE
 - PROPOSED FIRELANE
 - ACCESSIBLE CROSSWALK
 - EDGE OF PAVEMENT LINE

- NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF WALL, FACE OF BUILDING, CENTER OF STRIPING, OR PROPERTY LINE UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR BUILDING AND DUMPSTER ENCLOSURE LAYOUT AND DESIGN.
 - REFER TO LANDSCAPE PLANS FOR FENCE AND HARDSCAPE LAYOUT AND DESIGN.
 - ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC SHALL BE SCREENED IN COMPLIANCE WITH THE ZONING ORDINANCE.
 - ALL LIGHTING SHALL COMPLY WITH THE ZONING ORDINANCE.
 - ALL STRIPING TO BE PAINTED WHITE.
 - ALL PROPOSED RAMPS TO FOLLOW THE ARCHITECTURAL BARRIERS TEXAS ACCESSIBILITY STANDARDS (TAS).
 - ACCESS EASEMENT TO TXDOT ROW DOES NOT GUARANTEE ACCESS UNDER SERVICE JURISDICTION AND A SEPARATE TXDOT PERMIT WILL BE REQUIRED FOR CONNECTION TO I-10.

BENCHMARKS

BM #16 - 5/8" IRON ROD W/ CAP
"WESTWOOD"
N: 13755870.23
E: 2286038.964
ELEVATION = 526.298'

BM #17 - MAG AND WASHER IN ASPH
N: 13756097.64
E: 2283770.605
ELEVATION = 540.894

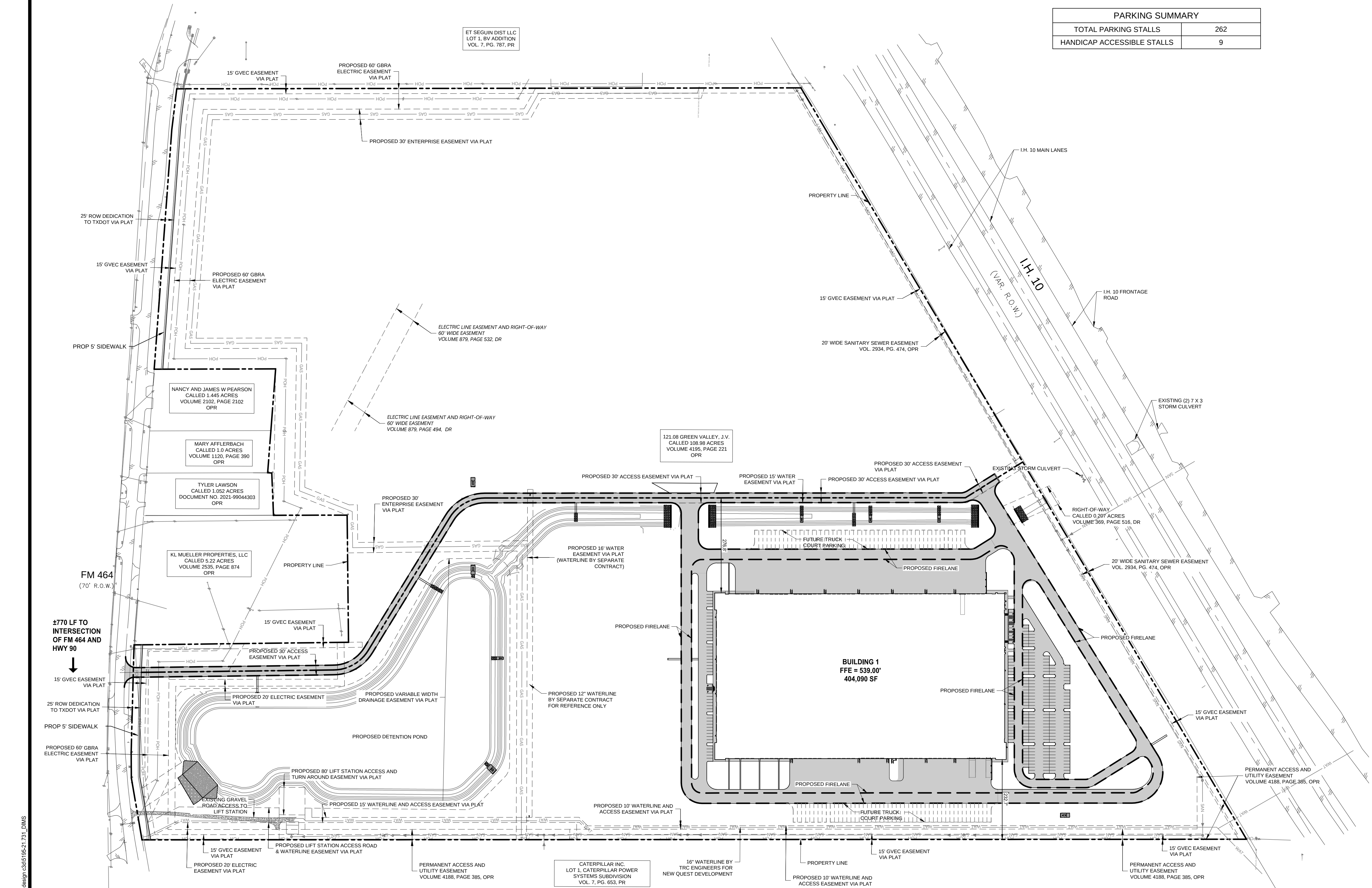
BM #18 - 5/8" IR PINK WPS CTRL CAP
N: 13755893.72
E: 2285303.402
ELEVATION = 528.248

BM #19 - 5/8" IR PINK WPS CTRL CAP
N: 13756394.68
E: 2285989.062
ELEVATION = 528.309

BM #20 - 5/8" IR PINK WPS CTRL CAP
N: 13757730.98
E: 2286007.835
ELEVATION = 532.414

BM #21 - 5/8" IR PINK WPS CTRL CAP
N: 13759129.96
E: 2286938.756
ELEVATION = 535.471

BM #22 - 5/8" IR PINK WPS CTRL CAP
N: 13758646.33
E: 2285170.051
ELEVATION = 533.884





City of Seguin

Public & Virtual Meeting Agenda Tax Increment Reinvestment Zone Number Three (TIRZ #3)

210 E. Gonzales Street
Seguin, TX 78155

Tuesday, November 4, 2025

5:30 PM

Council Chambers

This meeting can be viewed live:

Link?

1. Call to Order
2. Roll Call
3. Discuss and consider approval of a Resolution approving the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Three (TIRZ #3)
4. Adjourn

CERTIFICATE

I certify that the above notice of meeting was posted in the outside display case at the front of the Municipal Building, 210 E. Gonzales Street, of the City of Seguin, Texas, on the _____ day of _____, 2025, at _____.

Kristin Mueller
City Secretary

All items on the agenda are eligible for possible discussion and action. The City Council reserves the right to adjourn into Closed Session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

The City of Seguin is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodation and equal access to communications will be provided to those who provide notice to the City Secretary at (830) 401-2468 at least 48 hours in advance. This meeting is accessible to disabled persons.



ECONOMIC DEVELOPMENT CORPORATION

To: Donna Dodgen, Mayor
Chair of TIRZ #3 Board of Directors

CC: Steve Parker, City Manager
Mark Kennedy, City Attorney

From: Josh Schneuker
Director of Economic Development | SEDC Executive Director

Date: 11-04-2025

Subject: Resolution of the TIRZ #3 Board, Approving Tax Increment Reinvestment Zone Number 3 Project and Financing Plan

Overview

On October 21, 2025, the City Council of the City of Seguin approved Ordinance No. 2025-058, establishing Tax Increment Reinvestment Zone Number Three (TIRZ #3) within the Seguin City limits. Included in this ordinance was the establishment of a Board of Directors, made up of the members of the Seguin City Council and representatives from any additional participating entities, with the Mayor serving as board Chair. This Board would act as recommending body for all TIRZ #3 administration activities to the City Council, who will retain ultimate authority to vote on Board considerations.

One of the key requirements in the creation of a tax increment reinvestment zone, under Chapter 311.011(a) of the Texas Tax Code, is that a Project and Financing Plan be approved. This plan identifies specific improvements that the TIRZ fund anticipates supporting, while also providing certain details on how these improvements will be paid for. Although a Project and Financing Plan can be adjusted throughout the term of a TIRZ, approval of such a plan at the outset of its creation ensures that the intention behind the increment capture within a zone is authorized by the Texas Tax Code.

Included within the creation Ordinance for TIRZ #3, (Ordinance No. 2025-058), was a preliminary Project and Financing Plan, which has now subsequently become the Project and Financing Plan up for consideration before the TIRZ #3 Board of Directors today.

Should the TIRZ #3 Board of Directors choose to approve the Resolution authorizing and accepting the presented Project and Financing Plan for the Zone, a subsequent recommendation to City Council will follow to legally authorize the same Plan via Ordinance 2025-____.

Fiscal Impact

None

Staff Recommendation

Staff recommends approval of the Resolution, and resulting recommendation to Council, approving and authorizing the Project and Financing Plan for Tax Increment Reinvestment Zone Number Three, City of Seguin, Texas.

Attachments

1. TIRZ Board #3 Resolution _____
2. City Council Ordinance 2025-_____

**RESOLUTION OF THE BOARD OF DIRECTORS OF TAX INCREMENT
REINVESTMENT ZONE NUMBER THREE, CITY OF SEGUIN, TEXAS, APPROVING
THE PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT
ZONE NUMBER THREE AND SETTING AN EFFECTIVE DATE**

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (hereinafter referred to as the “Act”) and pursuant to Ordinance No. 2025-058, adopted by the City Council of the City of Seguin, Texas (hereafter referred to as the “City”), on October 21, 2025, the City created Tax Increment Reinvestment Zone Number Three, City of Seguin, Texas (hereinafter referred to as “TIRZ #3”); and

WHEREAS, pursuant to Ordinance No. 2025-058, the City created the Board of Directors (hereinafter referred to as “Board”) for TIRZ #3; and

WHEREAS, pursuant to Ordinance No. 2025-058 the City approved a preliminary Project and Financing Plan for TIRZ #3; and

WHEREAS, the Board shall make recommendations to the City Council concerning the administration, management, and operation of TIRZ #3; and

WHEREAS, the Board shall prepare and adopt a Project and Financing Plan and submit such plan to the City Council for its approval; and

WHEREAS, the Board has been provided with a presentation on the preliminary Project and Financing Plan; and

WHEREAS, the Board finds that the preliminary Project and Financing Plan is feasible and encourages further development within TIRZ #3; and

WHEREAS, the Board finds that the preliminary Project and Financing Plan includes all information required by Section 31.003 (b) and (c) of the Act,

NOW THEREFORE, BE IT RESOLVED by the Tax Increment Reinvestment Zone Number Three, City of Seguin, Texas, Board of Directors:

SECTION I. **THAT** the Project and Financing Plan for Tax Increment Reinvestment Zone Number Three, City of Seguin, Texas, is hereby approved.

SECTION II. **THAT** the Chair of the Board is authorized to sign this resolution on the Board’s behalf.

SECTION III. **THAT** this resolution shall be in full force and effect from and after its passage and is accordingly resolved.

PASSED AND APPROVED BY THE TAX INCREMENT REINVESTMENT ZONE
NUMBER THREE, CITY OF SEGUIN, TEXAS, BOARD OF DIRECTORS, this 4th day of
November 2025.

CHAIR

ATTEST:

KRISTIN MUELLER
CITY SECRETARY

Tax Increment Reinvestment Zone #3

City of Seguin, Texas

PROJECT AND FINANCING PLAN
NOVEMBER 2025



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Terms and Conditions

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Appendix A

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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Seguin is a city in and the county seat of Guadalupe County, Texas. Located conveniently along Interstate 10 and State Highway 130, Seguin is just 30 minutes east of San Antonio and 60 minutes south of Austin. Seguin provides its residents and visitors with many recreational and cultural activities, making it an attractive place to live and work.

Manufacturing is the heart of the Seguin economy. Big name corporations such as Caterpillar, Vitesco Technologies, Tyson Foods, Georgia Pacific, Niagara Bottling, Alamo Group, Hexcel and CMC Steel all have major manufacturing operations within our city. The Seguin area has over 4,000 manufacturing jobs just within the city limits; more than three times the national average.

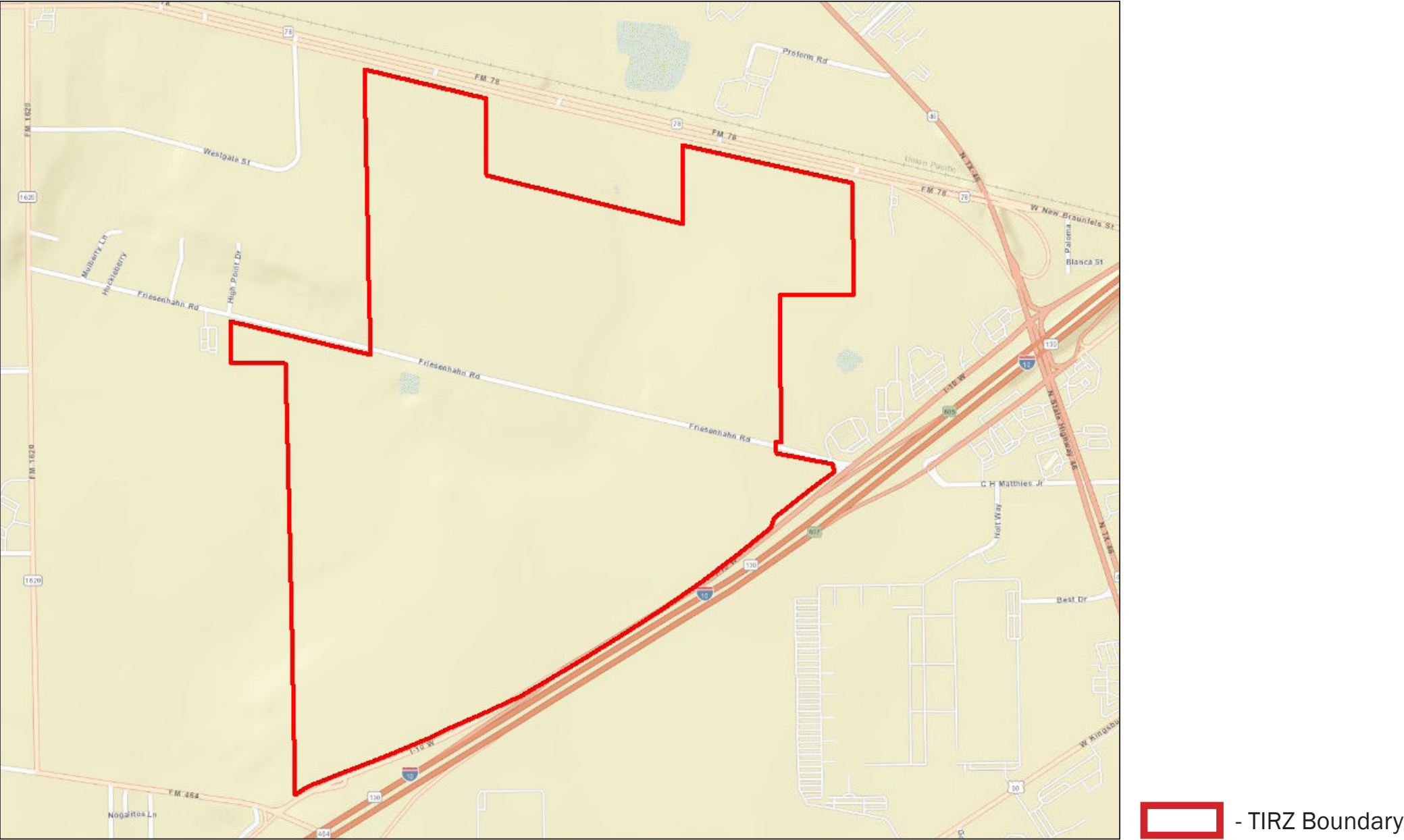
Seguin is experiencing citywide business expansion, with many nationally known retailers entering, returning and expanding in the market. The latest U.S. Census population estimates, released on May 15, 2025, highlight another year of exceptional growth for the city of Seguin, Texas. As of July 1, 2024, Seguin’s population is estimated at 38,789, representing a 7.4 percent increase from the previous year. Seguin’s strong population growth places it among the Top 30 Fastest-Growing Cities in the United States (on a percentage basis) for communities with populations of 20,000 or more in 2023.

Tax Increment Reinvestment Zone #3, City of Seguin

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On October 21, 2025 the City Council of the City of Seguin, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 2025-058 to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Three, City of Seguin, Texas. The goal of Tax Increment Reinvestment Zone #3 (TIRZ #3) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This project and financing plan outlines the funding of \$144,086,664 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Seguin. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



Boundary Description

TIRZ #3 consists of approximately 544 acres located within the city limits of the City of Seguin. The legal description for the zone is described in detail below.

Legal Description TIRZ #3

TIRZ #3 consists of approximately 544 acres located within the city limits of the City of Seguin. The zone is contiguous and includes Property ID 136699, a 10 acre tract legally described as ABS: 11 SUR: J D CLEMENTS 10.00 AC, as well as a 533.619 acre tract described in detail below.

533.619 acres of land in the J.D. Clements Survey, Abstract No. 11, Guadalupe County, Texas

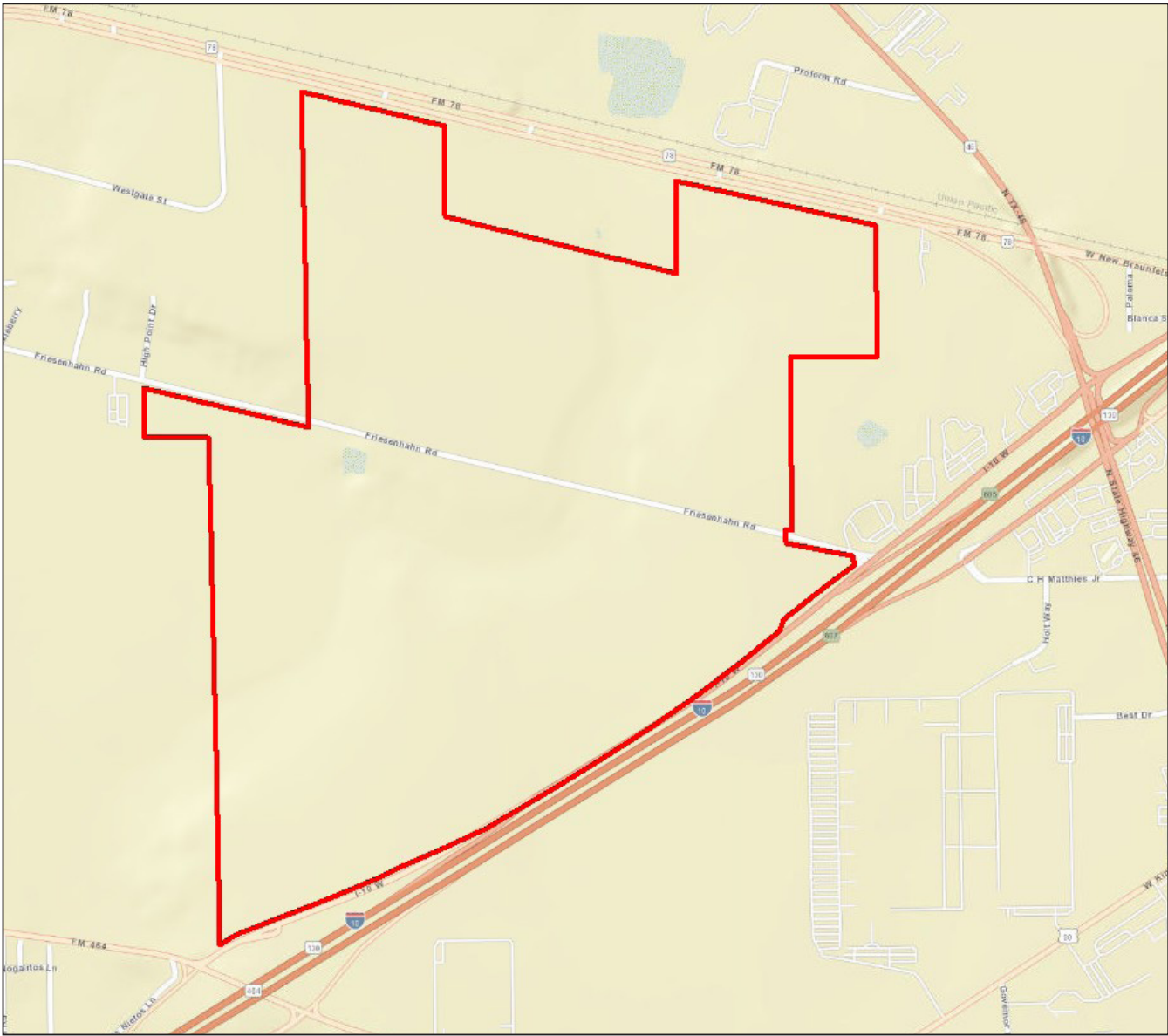
A FIELD NOTE DESCRIPTION of 533.619 acres of land in the J.D. Clements Survey, Abstract No. 11, Guadalupe County, Texas; said 533.619 acre tract being all of Lots 1-3, Block 1 of the Project Green Subdivision, according to the map or plat recorded in Volume 7, Pages 263-264 of the Guadalupe County Map Records, conveyed to A-L 97 IH 10-SH 46, L.P., as recorded in Guadalupe County Clerk’s File Nos. 07-022168 and 07-022173, being the remainder of an 87.9012 acre tract of land conveyed to A-L 97 IH 10-SH 46, L.P., as recorded in Guadalupe County Clerk’s File No. 08- 013115 and being all of a 4.6132 acre tract of land conveyed to A-L 97 IH 10-SH 46, L.P., as recorded in Guadalupe County Clerk’s File No. 202599011082; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on the Texas State Plane Coordinate System, South Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a smooth 5/8-inch iron rod found in the northwest right-of-way line of Interstate Highway 10 (right-of-way varies) for the southwest corner of said Lot 3, for the southeast corner of said 87.9012 acre tract and for an angle point of this tract;

THENCE, South 68° 42’ 28” West - 710.50 feet with the northwest right-of-way line of said Interstate Highway 10 and with the southeast line of said 87.9012 acre tract to a 60d nail in concrete found for an angle point of this tract;

THENCE, South 58° 05’ 50” West- 215.79 feet with the northwest right-of-way line of said Interstate Highway 10 and with the southeast line of said 87.9012 acre tract to a 1/2-inch iron rod with cap stamped ‘B&A’ found for a southwest corner of said 87.9012 acre tract and for a southwest corner of this tract;

THENCE, North 01° 31’ 26” West - 3,279.16 feet with the east line of a 40 acre tract of land conveyed to Robin R. Rector Harrel, as recorded in Volume 1528, Page 234 of Guadalupe County Deed Records and with a west line of said 87.9012 acre tract to a point for the southwest corner a 10.0000 acre tract of land conveyed to John T. Montgomery, Rob Killen, Kathy Ambrose, Terry Journey and Jessica Burks, as recorded in Guadalupe County Clerk’s File No. 09-011277 and for a northwest corner of this tract;



Boundary Description (Continued)

THENCE, North 88° 28’ 34” East - 660.00 feet with the south line of said 10.0000 are tract to a point for the southeast corner of said 10.0000 acre tract and for an interior corner of this tract;

THENCE, North 01° 31’ 26” West - 660.00 feet with the east line of said 10.0000 acre tract to a point for the northeast corner of said 10.000 acre tract and for an interior corner of this tract;

THENCE, South 88° 28’ 34” West - 660.00 feet with the north line of said 10.0000 acre tract to a point in the east line of said 40 acre tract and in the west line of said 87.9012 acre tract for the northwest corner of said 10.0000 acre tract and for a southwest corner of this tract;

THENCE, North 01° 31’ 26” West – 200.01 feet with the east line of said 40 acre tract and with the west line of said 87.9012 acre tract to a 1/2-inch iron rod with cap found for the northeast corner of said 40 acre tract, for an interior corner of said 87.9012 acre tract and for an interior corner of this tract;

THENCE, South 89° 03’ 44” West - 536.71 feet with the north line of said 40 acre tract and with a south line of said 87.9012 acre tract to a 1/2-inch iron pipe found for the northwest corner of said 40 acre tract, for the northeast corner of a 27.44 acre tract of land conveyed to William Hallberg and Nancy Hallberg, as recorded in Volume 2854, Page 125 of the Guadalupe County Deed Records and for an angle point of this tract;

THENCE, South 88° 21’ 42” West - 60.21 feet with the north line of said 27.44 acre tract and with a south line of said 87.9012 acre tract to a 4-inch metal pole found for the southeast corner of a 2.935 acre tract of land conveyed to Strata Ferrous, Inc., as recorded in Volume 1504, Page 468 of the Guadalupe County Deed Records, for a southwest corner of said 87.9012 acre tract and for a southwest corner of this tract;

THENCE, North 01° 07’ 53” West - 495.80 feet with the east line of said 2.935 acre tract and with a west line of said 87.9012 acre tract to a metal fence post found in the southwest right-of-way line of Friesenhahn Road (Youngs Ford Road, right-of-way varies) for the northeast corner of said 2.935 acre tract, for a northwest corner of said 87.9012 acre tract and for a northwest corner of this tract;

THENCE, South 76° 37’ 07” East - 1,503.28 feet with the southwest right-of-way line of said Friesenhahn Road and with the northeast line of said 87.9012 acre tract to a 10-inch x10-inch concrete fence post found for the northeast corner of said 87.9012 acre tract, for the northwest corner of said Lot 3 and for an angle point of this tract;

THENCE, South 75° 48’ 22” East - 622.44 feet with the southwest right-of-way line of said Friesenhahn Road and with the northeast line of said Lot 3 to a 10-inch x10-inch concrete fence post found for an angle point of this tract;

THENCE, South 76° 34’ 50” East - 1,425.29 feet with the southwest right-of-way line of said Friesenhahn Road and with the northeast line of said Lot 3 to a 1/2-inch iron rod with cap found in the northwest line of said Lot 2 for a northeast corner of said Lot 3 and for an interior corner of this tract; from which a 1/2-inch iron rod found bears North 74° 17’ 36” East - 0.33 feet;

THENCE, North 20° 52’ 10” East - 84.74 feet with the northwest line of said Lot 2 to a 5/8-inch iron rod with cap stamped “T.E.A.M.” set for the southeast corner of said Lot 1 and for an interior corner of this tract;

THENCE, North 76° 54’ 03” West - 682.88 feet with the northeast right-of-way line of said Friesenhahn Road and with the southwest line of said Lot 1 to a 1/2-inch iron rod with cap found for an interior corner of this tract;

THENCE, South 12° 54’ 49” West - 9.69 feet with a jog in the northeast right-of-way line of said Friesenhahn Road to a 10-inch x10-inch concrete fence post found for a south corner of this tract;

THENCE, North 76° 24’ 13” West - 936.14 feet with the northeast right-of-way line of said Friesenhahn Road and with the southwest line of said Lot 1 to a 5/8-inch iron rod with cap stamped “T.E.A.M.” set for a west corner of this tract;

THENCE, North 14° 03’ 37” East - 10.20 feet with a jog in the northeast right-of-way line of said Friesenhahn Road to a 1/2-inch iron rod found for an interior corner of this tract;

THENCE, North 75° 11’ 12” West - 503.39 feet with the northeast right-of-way line of said Friesenhahn Road and with the southwest line of said Lot 1 to a 1/2-inch iron rod found for the southeast corner of a 19.21 acre tract of land conveyed to O.J. Riedel, Trustee, as recorded in Volume 724, Page 541 of the Guadalupe County Deed Records, for a southwest corner of said Lot 1 and for a southwest corner of this tract;

THENCE, North 01° 08’ 08” West - 848.44 feet with the east line of said 19.21 acre tract and with the west line of said Lot 1 to a 1/2-inch iron rod found for the northeast corner of said 19.21 acre tract, for the southeast corner of Westgate Subdivision, according to the map or plat recorded in Volume 4, Page 96 of the Guadalupe County Map Records, for an angle point of said Lot 1 and for an angle point of this tract;

Boundary Description (Continued)

THENCE, North 01° 28’ 34” West - 551.15 feet with the east line of said Westgate Subdivision and with the west line of said Lot 1 to a 5/8-inch iron rod with cap stamped “T.E.A.M.” set for an angle point of said Lot 1 and for an angle point of this tract;

THENCE, North 01° 22’ 32” West - 1,262.61 feet with the east line of said Westgate Subdivision and with the west line of said Lot 1 to a concrete monument disk found in the southwest right-of-way line of F.M. Highway 78 (right-of-way varies) for the northeast corner of said Westgate Subdivision, for the northwest corner of said Lot 1 and for a northwest corner of this tract;

THENCE, South 76° 33’ 09” East - 1,256.79 feet with the southwest right-of-way line of said F.M. Highway 78 and with the northeast line of said Lot 1 to a 5/8-inch iron rod with cap stamped “T.E.A.M.” set for the northwest corner of an 11.684 acre tract of land conveyed to Fernon J. Schievelbein, as recorded in Volume 476, Page 679 of the Guadalupe County Deed Records, for a northeast corner of said Lot 1 and for a northeast corner of this tract; from which a metal fence post bears South 00° 50’ 29” East - 0.91 feet;

THENCE, South 00° 50’ 29” East - 741.45 feet with the west line of said 11.684 acre tract and with an east line of said Lot 1 to a 10-inch x 10-inch concrete fence post found for the southwest corner of said 11.684 acre tract, for an interior corner of said Lot 1 and for an interior corner of this tract;

THENCE, South 76° 36’ 44” East with the northeast line of said Lot 1 and with the southwest line of said 11.684 acre tract, with the southwest line of a tract of land conveyed to Fernon J. Schievelbein, as recorded in Volume 1000, Page 572 of the Guadalupe County Deed Records, and with the southwest line of a 13.730 acre tract of land conveyed to Fernon J. Schievelbein, as recorded in Volume 476, Page 679 of the Guadalupe County Deed Records, at a distance of 1,604.24 feet pass a 1/2-inch iron rod in concrete found for a northeast corner of said Lot 1 and for a northwest corner of said Lot 2 and continuing for a total distance of 1,893.61 feet to a 10-inch x10-inch concrete fence post found for the southeast corner of said 13.730 acre tract, for an interior corner of said Lot 2 and for an interior corner of this tract;

THENCE, North 01° 09’ 52” West - 747.68 feet with the east line of said 13.730 acre tract and with a west line of said Lot 2 to a concrete monument found in the southwest right-of-way line of said F.M. Highway 78 for a northeast corner of said 13.730 acre tract, for a northwest corner of said Lot 2 and for a northwest corner of this tract;

THENCE, South 78° 44’ 39” East - 972.43 feet with the southwest right-of-way line of said F.M. Highway 78 and with the northeast line of said Lot 2 to a concrete monument found for an angle point of this tract;

THENCE, South 76° 37’ 15” East - 737.62 feet with the southwest right-of-way line of said F.M. Highway 78 and with the northeast line of said Lot 2 to a 2-inch iron pipe found for the northwest corner of an 8.521 acre tract of land conveyed to Superior Energy Group, Ltd., as recorded in Volume 732, Page 1301 of the Guadalupe County Deed Records, for a northeast corner of said Lot 2 and for a northeast corner of this tract;

THENCE, South 01° 17’ 10” East - 1,097.52 feet with the west line of said 8.521 acre tract and with the east line of said Lot 2 to a 1/2-inch iron rod found in the north line of a called 26.5 acre tract of land conveyed to Mount Vernon, LLC, as recorded in Guadalupe County Clerk’s File No. 202299008845 for a southwest corner of said 8.521 acre tract, for a southeast corner of said Lot 2 and for a southeast corner of this tract;

THENCE, South 87° 34’ 00” West - 711.09 feet with the north line of said 26.5 acre tract and with a south line of said Lot 2 to a 1/2-inch iron rod with cap in concrete found for an interior corner of said Lot 2 and for an interior corner of this tract; from which a bent 1-inch iron pipe bears South 87° 34’ 10” West - 2.83 feet;

THENCE, South 01° 22’ 58” East - 1,116.97 feet with the east line of said Lot 2 to a 6 foot chain link fence corner found for an angle point of this tract;

THENCE, South 00° 15’ 22” East - 290.39 feet with the east line of said Lot 2 to a 1/2-inch iron rod with cap stamped ‘Kling’ found in the northeast right-of-way line of Friesenhahn Road (Youngs Ford Road) (width varies), as recorded in Volume 321, Page 58 and Volume 322, Page 220 of the Guadalupe County Deed Records for a southeast corner of said Lot 2 and for a southeast corner of this tract;

THENCE, North 76° 54’ 03” West - 62.59 feet with the northeast right-of-way line of said Friesenhahn Road and with a southwest line of said Lot 2 to a 5/8-inch iron rod found for an interior corner of said Lot 2 and for an interior corner of this tract;

THENCE, South 01° 04’ 17” East – 82.51 feet with the east line of said Lot 2 to a 5/8-inch iron rod with cap stamped “McKim & Creed” set in the southwest right-of-way of said Friesenhahn Road for the northwest corner of said 4.6132 acre tract and for an interior corner of this tract;

Boundary Description (*Continued*)

THENCE, South 78° 34’ 40” East - 557.92 feet with the southwest right-of-way line of said Friesenhahn Road and with the northeast line of said 4.6132 acre tract to a TXDOT disc found at the north end of a cutback corner at intersection of the southwest right-of-way line of said Friesenhahn Road with the northwest right-of-way line of said Interstate Highway No. 10 for the northeast corner of said 4.6132 acre tract and for a northeast corner of this tract;

THENCE, South 12° 50’ 11” East - 86.78 feet with said cutback corner and with an east line of said 4.6132 acre tract to a TXDOT disc found at the south end of said cutback corner for the southeast corner of said 4.6132 acre tract and for the southeast corner of this tract;

THENCE, South 51° 29’ 46” West with the northwest right-of-way line of said Interstate Highway No. 10 and with the southeast line of said 4.6132 acre tract, at a distance of 708.25 feet pass a TXDOT disc found for a southeast corner of said Lot 2 and for the southwest corner of said 4.6132 acre tract and continuing with the northwest right-of-way line of said Interstate Highway No. 10 and with the southeast line of said Lot 2, at a distance of 1,198.17 feet pass a 1/2-inch iron rod with cap stamped ‘B&A’ found for a southeast corner of said Lot 2 and for a northeast corner of said Lot 3 and continuing with the northwest right-of-way line of said Interstate Highway No. 10 and with the southeast line of said Lot 3 for a total distance of 1,578.36 feet to a brass monument disk found for an angle point of this tract;

THENCE, South 54° 44’ 17” West - 652.94 feet with the northwest right-of-way line of said Interstate Highway 10 and with the southeast line of said Lot 3 to a brass monument disk found for an angle point of this tract;

THENCE, South 58° 04’ 52” West - 1,419.28 feet with the northwest right-of-way line of said Interstate Highway 10 and with the southeast line of said Lot 3 to a 3/4-inch square bar found for an angle point of this tract;

THENCE, South 61° 55’ 18” West - 999.03 feet with the northwest right-of-way line of said Interstate Highway 10 and with the southeast line of said Lot 3 to a 1/2-inch iron rod with cap stamped ‘Kling’ found for an angle point of this tract;

THENCE, South 69° 00’ 37” West - 561.36 feet with the northwest right-of-way line of said Interstate Highway 10 and with the southeast line of said Lot 3 to the POINT OF BEGINNING and containing 533.619 acres of land.

Land Use

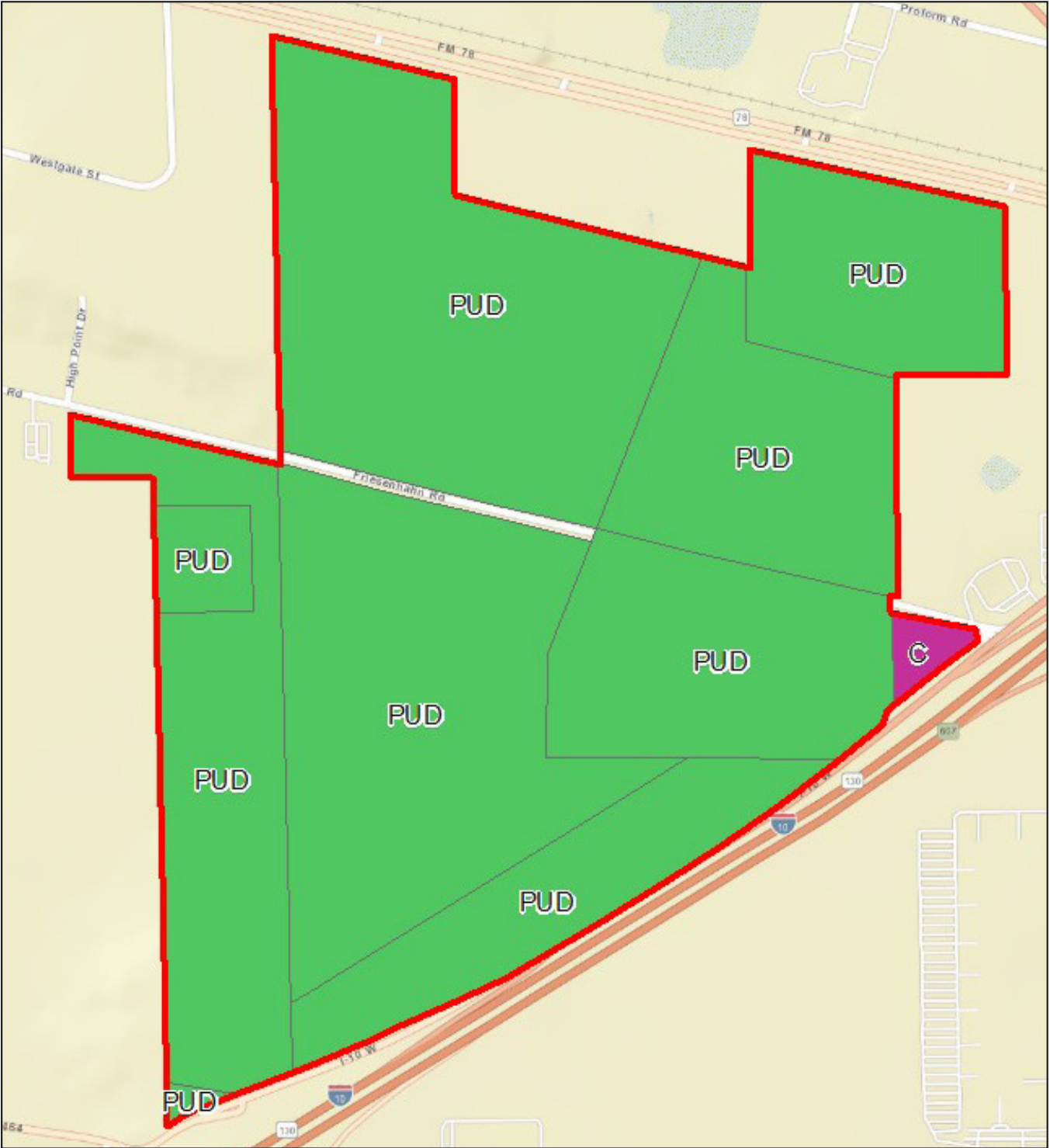
The land within the zone is primarily vacant land that is well positioned for future development. Less than 30 percent of the property in the zone, excluding property that is publicly owned, is used for residential purposes.

Zoning

The land within the TIRZ is primarily zoned PUD: Planned Unit Development District This zoning permits a property owner to meet overall community density and land use goals without being bound by existing zoning requirements.

A small portion of the TIRZ is zoned C: Commercial which consists of a wide range of retail uses, offices and personal and business services. Access to this should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Seguin zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 8 parcels within Tax Increment Reinvestment Zone #3. The estimated taxable base value of the property within the TIRZ is \$1,078,518. The 2025 base value will need to be verified by Guadalupe County Appraisal District when the final 2025 taxable values are available. For further details of parcels included within the TIRZ see **Appendix A**.



Proposed Development

Anticipated Development

The property within the zone is well positioned for future development and redevelopment. The table below provides an overview of the scope and timing of potential development that PAC projects could occur during the life of the TIRZ, based on market trends, known planned development, and input from City staff. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

Tenant Type	SF	Units	Completion Year	RP Taxable Value per Unit/SF	RP Incremental Taxable Value	BPP Taxable Value per Unit/SF	BPP Incremental Taxable Value	Taxable Sales PSF	Total Sales PSF	Incremental Taxable Sales
Jr. Box Inline Retail	5,000		2028	\$ 160	\$ 800,000	\$ 30	\$ 150,000	\$ 261	\$ 1,305,000	\$ 1,305,000
Jr. Box Inline Retail	5,000		2028	\$ 160	\$ 800,000	\$ 30	\$ 150,000	\$ 300	\$ 1,500,000	\$ 1,500,000
Jr. Box Retail	25,000		2028	\$ 160	\$ 4,000,000	\$ 30	\$ 750,000	\$ 300	\$ 7,500,000	\$ 7,500,000
Jr. Box Retail	16,000		2028	\$ 160	\$ 2,560,000	\$ 30	\$ 480,000	\$ 300	\$ 4,800,000	\$ 4,800,000
Jr. Box Retail	8,000		2028	\$ 160	\$ 1,280,000	\$ 30	\$ 240,000	\$ 261	\$ 2,088,000	\$ 2,088,000
Jr. Box Retail	7,705		2028	\$ 160	\$ 1,232,800	\$ 30	\$ 231,150	\$ 300	\$ 2,311,500	\$ 2,311,500
Jr. Box Retail	5,000		2028	\$ 160	\$ 800,000	\$ 30	\$ 150,000	\$ 277	\$ 1,385,000	\$ 1,385,000
Inline Anchor	18,200		2028	\$ 190	\$ 3,458,000	\$ 30	\$ 546,000	\$ 200	\$ 3,640,000	\$ 2,912,000
Home Improvement	94,000		2028	\$ 100	\$ 9,400,000	\$ 50	\$ 4,700,000	\$ 475	\$ 44,650,000	\$ 44,650,000
Anchor	128,000		2028	\$ 100	\$ 12,800,000	\$ 50	\$ 6,400,000	\$ 422	\$ 54,000,000	\$ 32,400,000
Jr. Box Retail	29,956		2028	\$ 160	\$ 4,792,960	\$ 30	\$ 898,680	\$ 200	\$ 5,991,200	\$ 5,991,200
Box Retail	60,469		2028	\$ 160	\$ 9,675,040	\$ 30	\$ 1,814,070	\$ 390	\$ 23,582,910	\$ 23,582,910
Restaurant	8,095		2028	\$ 300	\$ 2,428,500	\$ 30	\$ 242,850	\$ 1,021	\$ 8,265,060	\$ 6,612,048
QSR	2,700		2028	\$ 400	\$ 1,080,000	\$ 80	\$ 216,000	\$ 741	\$ 2,000,000	\$ 2,000,000
QSR	2,328		2028	\$ 400	\$ 931,200	\$ 80	\$ 186,240	\$ 859	\$ 2,000,000	\$ 2,000,000
QSR	2,700		2028	\$ 400	\$ 1,080,000	\$ 80	\$ 216,000	\$ 917	\$ 2,474,651	\$ 2,474,651
QSR	3,900		2028	\$ 400	\$ 1,560,000	\$ 80	\$ 312,000	\$ 513	\$ 2,000,000	\$ 2,000,000
Restaurant	6,500		2028	\$ 300	\$ 1,950,000	\$ 30	\$ 195,000	\$ 462	\$ 3,000,000	\$ 2,400,000
Inline Retail	10,300		2028	\$ 190	\$ 1,957,000	\$ 30	\$ 309,000	\$ 200	\$ 2,060,000	\$ 1,648,000
Restaurant	7,932		2028	\$ 300	\$ 2,379,600	\$ 30	\$ 237,960	\$ 704	\$ 5,581,798	\$ 4,465,438
QSR	2,918		2028	\$ 400	\$ 1,167,200	\$ 80	\$ 233,440	\$ 2,053	\$ 5,990,338	\$ 5,990,338
Restaurant	9,000		2028	\$ 300	\$ 2,700,000	\$ 30	\$ 270,000	\$ 333	\$ 3,000,000	\$ 2,400,000
Restaurant	3,850		2028	\$ 300	\$ 1,155,000	\$ 30	\$ 115,500	\$ 675	\$ 2,600,000	\$ 2,080,000
Inline Retail	10,500		2028	\$ 190	\$ 1,995,000	\$ 30	\$ 315,000	\$ 200	\$ 2,100,000	\$ 1,680,000
QSR	2,510		2028	\$ 400	\$ 1,004,000	\$ 80	\$ 200,800	\$ 1,230	\$ 3,086,443	\$ 3,086,443
Inline Retail	10,850		2029	\$ 190	\$ 2,061,500	\$ 30	\$ 325,500	\$ 200	\$ 2,170,000	\$ 1,736,000
OSR	3,500		2029	\$ 400	\$ 1,400,000	\$ 80	\$ 280,000	\$ 571	\$ 2,000,000	\$ 2,000,000
Restaurant	7,736		2029	\$ 300	\$ 2,320,800	\$ 30	\$ 232,080	\$ 646	\$ 5,000,000	\$ 4,000,000
Movie Theater	76,648		2030	\$ 125	\$ 9,581,000	\$ 30	\$ 2,299,440	\$ 112	\$ 8,584,576	\$ 8,584,576
QSR	3,200		2030	\$ 400	\$ 1,280,000	\$ 80	\$ 256,000	\$ 625	\$ 2,000,000	\$ 2,000,000
Restaurant	5,100		2030	\$ 300	\$ 1,530,000	\$ 30	\$ 153,000	\$ 588	\$ 3,000,000	\$ 1,920,000
Restaurant	5,000		2031	\$ 400	\$ 2,000,000	\$ 30	\$ 150,000	\$ 400	\$ 2,000,000	\$ 1,600,000
Restaurant	4,800		2031	\$ 300	\$ 1,440,000	\$ 30	\$ 144,000	\$ 625	\$ 3,000,000	\$ 2,400,000
Multi-Family		480	2031	\$ 125,000	\$ 60,000,000		\$ -	\$ -	\$ -	\$ -
Restaurant	5,000		2032	\$ 300	\$ 1,500,000	\$ 30	\$ 150,000	\$ 600	\$ 3,000,000	\$ 2,400,000
Inline Retail	10,850		2032	\$ 190	\$ 2,061,500	\$ 30	\$ 325,500	\$ 200	\$ 2,170,000	\$ 1,736,000
Restaurant	9,000		2033	\$ 300	\$ 2,700,000	\$ 30	\$ 270,000	\$ 333	\$ 3,000,000	\$ 2,400,000
Restaurant	5,000		2033	\$ 300	\$ 1,500,000	\$ 30	\$ 150,000	\$ 600	\$ 3,000,000	\$ 2,400,000
Retail	7,000		2034	\$ 190	\$ 1,330,000	\$ 30	\$ 210,000	\$ 286	\$ 2,000,000	\$ 2,000,000
Restaurant	5,000		2034	\$ 300	\$ 1,500,000	\$ 30	\$ 150,000	\$ 600	\$ 3,000,000	\$ 2,400,000
Inline Retail	10,850		2034	\$ 190	\$ 2,061,500	\$ 30	\$ 325,500	\$ 200	\$ 2,170,000	\$ 1,736,000
Retail	10,000		2034	\$ 190	\$ 1,900,000	\$ 30	\$ 300,000	\$ 200	\$ 2,000,000	\$ 2,000,000
	655,097	480			\$ 169,152,600		\$25,280,710		\$ 245,006,476	\$ 210,575,104

Tenant Type	SF	Units	Completion Year	RP Taxable Value per Unit/SF	RP Incremental Taxable Value	BPP Taxable Value per Unit/SF	BPP Incremental Taxable Value	Taxable Sales PSF	Total Sales PSF	Incremental Taxable Sales
Light Industrial	666,666		2028	\$ 100	\$ 66,666,600	\$ 18	\$11,999,988			
Light Industrial	100,000		2028	\$ 100	\$ 10,000,000	\$ 18	\$ 1,800,000			
Bldg 5 - Spec Light Indus	194,480		2029	\$ 100	\$ 19,448,000	\$ 18	\$ 3,500,640			
Bldg 4 - Spec Light Indus	194,480		2030	\$ 100	\$ 19,448,000	\$ 18	\$ 3,500,640			
Bldg 6 - Spec Light Indus	194,480		2030	\$ 100	\$ 19,448,000	\$ 18	\$ 3,500,640			
Light Industrial	333,333		2030	\$ 100	\$ 33,333,300	\$ 18	\$ 5,999,994			
Bldg 7 - Spec Light Indus	584,640		2031	\$ 100	\$ 58,464,000	\$ 18	\$10,523,520			
Bldg 3 - Spec Light Indus	194,480		2031	\$ 100	\$ 19,448,000	\$ 18	\$ 3,500,640			
Bldg 2 - Spec Light Indus	358,400		2032	\$ 100	\$ 35,840,000	\$ 18	\$ 6,451,200			
Bldg 1 - Spec Light Indus	322,560		2033	\$ 100	\$ 32,256,000	\$ 18	\$ 5,806,080			
Light Industrial	100,000		2033	\$ 100	\$ 10,000,000	\$ 18	\$ 1,800,000			
Proposed Medical	70,000		2033	\$ 200	\$ 14,000,000	\$ 20	\$ 1,400,000			
Light Industrial	100,000		2034	\$ 100	\$ 10,000,000	\$ 18	\$ 1,800,000			
	3,413,519				\$ 348,351,900		\$61,583,342			
Hotel		180	2029	\$ 125,000	\$ 22,500,000				\$ 5,000,000	\$ 3,000,000
Conference Center	30,000		2029	\$ 150	\$ 4,500,000					
Crystal Lagoon	239,580		2029	\$ 50	\$ 11,979,000	\$ 20	\$ 4,791,600	\$ 35	\$ 8,385,300	\$ 8,385,300
Ballfields			2029		\$ 8,000,000		\$ 100,000		\$ 1,000,000	\$ 1,000,000
Pickle Ball			2029		\$ 4,200,000		\$ 200,000		\$ 250,000	\$ 250,000
Lagoon Retail	10,000		2029	\$ 190	\$ 1,900,000	\$ 30	\$ 300,000	\$ 200	\$ 2,000,000	\$ 2,000,000
Restaurant	5,000		2029	\$ 300	\$ 1,500,000	\$ 30	\$ 150,000	\$ 600	\$ 3,000,000	\$ 1,200,000
Restaurant	5,000		2029	\$ 300	\$ 1,500,000	\$ 30	\$ 150,000	\$ 600	\$ 3,000,000	\$ 1,200,000
Multi-Family		400	2030	\$ 125,000	\$ 50,000,000					
Indoor Sport Complex	115,000		2032	\$ 100	\$ 11,500,000	\$ 30	\$ 3,450,000	\$ 17	\$ 2,000,000	\$ 2,000,000
	404,580	580			\$ 117,579,000		\$ 9,141,600		\$ 24,635,300	\$ 19,035,300
GRAND TOTAL	4,473,196				\$ 635,083,500		\$96,005,652			\$ 229,610,404

Project Costs of the Zone

There are a number of improvements to be located within the boundaries of Tax Increment Reinvestment Zone #3 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #3		
Public Utilities	\$ 43,225,999	30%
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking, Rail, and Transit Improvements	\$ 14,408,666	10%
Street and Intersection Improvements	\$ 50,430,332	35%
Pedestrian Enhancements	\$ 7,204,333	5%
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 11,526,933	8%
Economic Development Grants	\$ 14,408,666	10%
Administrative Costs	\$ 2,881,733	2.0%
Total	\$ 144,086,664	100%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code, listed to the right. The project costs listed above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$144,086,664 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Many areas within the TIRZ have an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Seguin will contribute 50% of the real property increment within the Zone and 50% of the City’s 1% sales tax increment within the Zone. Subject to a separate to be negotiated interlocal agreement, Guadalupe County may contribute 50% of its real property increment within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing.

Utilizing the information outlined in this feasibility study, Pettit & Ayala Consulting has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

	Real Property Tax - 2024 Rates		Participation	
	City of Seguin	0.51250000	50%	0.2562500
	Guadalupe County	0.26270000	50%	0.1313500
	Seguin ISD	1.08280000	0%	0.0000000
	Lateral Road	0.05400000	0%	0.0000000
		1.91200000		0.3876000

	Personal Property Tax		Participation	
	City of Seguin	0.51250000	0%	0.0000000
	Guadalupe County	0.26270000	0%	0.0000000
	Seguin ISD	1.08280000	0%	0.0000000
	Lateral Road	0.05400000	0%	0.0000000
		1.91200000		0.0000000

	Sales Tax		Participation	
	City of Seguin	0.01000000	50%	0.0050000
	City of Seguin PT Reduction	0.00250000	0%	0.0000000
	SEDC	0.00250000	0%	0.0000000
	Guadalupe County	0.00500000	0%	0.0000000
		0.02000000		0.00500000

Financial Feasibility Analysis - Anticipated TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH										3.50%			
DISCOUNT RATE										6.00%			
REAL PROPERTY TAX										BUSINESS PERSONAL PROPERTY TAX		SALES TAX	
City of Seguin	0.5125000	50%	0.2562500	City of Seguin	0.5125000	0%	0.0000000	City of Seguin	0.0100000	50%	0.0050000		
Guadalupe County	0.2627000	50%	0.1313500	Guadalupe County	0.2627000	0%	0.0000000	City of Seguin PT Reduction	0.0025000	0%	0.0000000		
Seguin ISD	1.0828000	0%	0.0000000	Seguin ISD	1.0828000	0%	0.0000000	SEDC	0.0025000	0%	0.0000000		
Lateral Road	0.0540000	0%	0.0000000	Lateral Road	0.0540000	0%	0.0000000	Guadalupe County	0.0050000	0%	0.0000000		
1.9120000				0.3876000		1.9120000				0.0000000			

TAX BASE YEAR	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	TOTALS
BASE YEAR	City of Seguin	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	
	Guadalupe County	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	
	Seguin ISD	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	
	Lateral Road	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	
TAXABLE VALUE	City of Seguin	1,116,266	1,155,335	1,195,772	1,237,624	1,280,941	1,325,774	1,372,176	1,420,202	1,469,909	1,521,356	1,574,604	1,629,715	1,686,755	1,745,791	1,806,894	1,870,135	1,935,590	2,003,336	2,073,452	2,146,023	2,221,134	2,298,874	2,379,334	2,462,611	2,548,802	2,638,010	2,730,341	2,825,903	2,924,809	3,027,178	
	Guadalupe County	1,116,266	1,155,335	1,195,772	1,237,624	1,280,941	1,325,774	1,372,176	1,420,202	1,469,909	1,521,356	1,574,604	1,629,715	1,686,755	1,745,791	1,806,894	1,870,135	1,935,590	2,003,336	2,073,452	2,146,023	2,221,134	2,298,874	2,379,334	2,462,611	2,548,802	2,638,010	2,730,341	2,825,903	2,924,809	3,027,178	
	Seguin ISD	1,116,266	1,155,335	1,195,772	1,237,624	1,280,941	1,325,774	1,372,176	1,420,202	1,469,909	1,521,356	1,574,604	1,629,715	1,686,755	1,745,791	1,806,894	1,870,135	1,935,590	2,003,336	2,073,452	2,146,023	2,221,134	2,298,874	2,379,334	2,462,611	2,548,802	2,638,010	2,730,341	2,825,903	2,924,809	3,027,178	
	Lateral Road	1,116,266	1,155,335	1,195,772	1,237,624	1,280,941	1,325,774	1,372,176	1,420,202	1,469,909	1,521,356	1,574,604	1,629,715	1,686,755	1,745,791	1,806,894	1,870,135	1,935,590	2,003,336	2,073,452	2,146,023	2,221,134	2,298,874	2,379,334	2,462,611	2,548,802	2,638,010	2,730,341	2,825,903	2,924,809	3,027,178	
TAXABLE VALUE INCREMENT	City of Seguin	37,748	76,817	117,254	159,106	202,423	247,256	293,658	341,684	391,391	442,838	496,086	551,197	608,237	667,273	728,376	791,617	857,072	924,818	994,934	1,067,505	1,142,616	1,220,356	1,300,816	1,384,093	1,470,284	1,559,492	1,651,823	1,747,385	1,846,291	1,948,660	
	Guadalupe County	37,748	76,817	117,254	159,106	202,423	247,256	293,658	341,684	391,391	442,838	496,086	551,197	608,237	667,273	728,376	791,617	857,072	924,818	994,934	1,067,505	1,142,616	1,220,356	1,300,816	1,384,093	1,470,284	1,559,492	1,651,823	1,747,385	1,846,291	1,948,660	
	Seguin ISD	37,748	76,817	117,254	159,106	202,423	247,256	293,658	341,684	391,391	442,838	496,086	551,197	608,237	667,273	728,376	791,617	857,072	924,818	994,934	1,067,505	1,142,616	1,220,356	1,300,816	1,384,093	1,470,284	1,559,492	1,651,823	1,747,385	1,846,291	1,948,660	
	Lateral Road	37,748	76,817	117,254	159,106	202,423	247,256	293,658	341,684	391,391	442,838	496,086	551,197	608,237	667,273	728,376	791,617	857,072	924,818	994,934	1,067,505	1,142,616	1,220,356	1,300,816	1,384,093	1,470,284	1,559,492	1,651,823	1,747,385	1,846,291	1,948,660	
REVENUE A																																
TAXABLE VALUE GROWTH	City of Seguin	97	197	300	408	519	634	752	876	1,003	1,135	1,271	1,412	1,559	1,710	1,866	2,029	2,196	2,370	2,550	2,735	2,928	3,127	3,333	3,547	3,768	3,996	4,233	4,478	4,731	4,993	
	Guadalupe County	50	101	154	209	266	325	386	449	514	582	652	724	799	876	957	1,040	1,126	1,215	1,307	1,402	1,501	1,603	1,709	1,818	1,931	2,049	2,170	2,295	2,425	2,560	
	Seguin ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Lateral Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	146	298	454	617	785	958	1,138	1,324	1,517	1,716	1,923	2,136	2,358	2,586	2,823	3,068	3,322	3,585	3,856	4,138	4,429	4,730	5,042	5,365	5,699	6,045	6,402	6,773	7,156	7,553	97,943	
REVENUE 1	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	
REAL PROPERTY TAX	0	0	0	0	149,652,900	236,200,052	379,087,353	545,207,411	603,691,170	685,276,361	726,052,534	751,464,372	777,765,625	804,987,422	833,161,982	862,322,651	892,503,944	923,741,582	956,072,538	989,535,076	1,024,168,804	1,060,014,712	1,097,115,227	1,135,514,260	1,175,257,259	1,216,391,263	1,258,964,957	1,303,028,731	1,348,634,737	1,395,836,952	1,444,691,246	
BUSINESS PERSONAL PROPERTY	0	0	0	0	33,359,678	44,557,087	62,120,299	82,244,169	91,573,915	104,205,082	110,637,760	114,510,082	118,517,935	122,666,062	126,959,374	131,402,953	136,002,056	140,762,128	145,688,802	150,787,910	156,065,487	161,527,779	167,181,252	173,032,595	179,088,736	185,356,842	191,844,331	198,558,883	205,508,444	212,701,239	220,145,783	
City of Seguin	0	0	0	0	383,486	605,263	971,411	1,397,094	1,546,959	1,756,021	1,860,510	1,925,827	1,993,024	2,062,780	2,134,978	2,209,702	2,287,041	2,367,088	2,449,936	2,535,884	2,624,433	2,716,288	2,811,358	2,909,755	3,011,597	3,117,003	3,226,098	3,339,011	3,455,877	3,576,832	3,702,021	
Guadalupe County	0	0	0	0	196,569	310,249	497,931	792,948	900,111	953,670	987,048	1,021,595	1,057,351	1,094,358	1,172,304	1,213,335	1,255,801	1,299,754	1,345,246	1,392,329	1,441,061	1,491,498	1,543,700	1,597,730	1,653,650	1,711,528	1,771,432	1,833,432	1,897,002	0	0	
Seguin ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Lateral Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	580,055	915,511	1,469,343	2,113,224	2,339,907	2,656,131	2,814,180	2,912,676	3,014,620	3,120,131	3,229,336	3,342,363	3,459,345	3,580,422	3,705,737	3,835,438	3,969,678	4,105,617	4,252,419	4,401,253	4,555,297	4,714,733	4,879,748	5,050,539	5,227,308	5,410,264	5,599,623	95,267,898
REVENUE 2 - SALES TAX																																
SALES	0	0	0	0	188,297,828	202,624,252	226,220,677	234,138,401	246,469,245	259,895,669	277,128,017	286,827,498	296,866,460	307,256,786	318,010,774	329,141,151	340,661,091	352,584,229	364,924,677	377,697,041	390,916,437	404,598,513	418,759,460	433,416,042	448,585,603	464,286,099	480,536,113	497,354,877	514,762,297	532,778,978	551,426,242	
City of Seguin	0	0	0	0	941,489	1,013,121	1,131,103	1,170,692	1,232,346	1,299,478	1,385,640	1,434,137	1,484,332	1,536,284	1,590,054	1,645,706	1,703,305	1,762,921	1,824,623	1,888,485	1,954,582	2,022,993	2,093,797	2,167,080	2,242,928	2,321,430	2,402,681	2,486,774	2,573,811	2,663,895	2,757,131	
City of Seguin PT Reduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SEDC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Guadalupe County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	941,489	1,013,121	1,131,103	1,170,692	1,232,346	1,299,478	1,385,640	1,434,137	1,484,332	1,536,284	1,590,054	1,645,706	1,703,305	1,762,921	1,824,623	1,888,485	1,954,582	2,022,993	2,093,797	2,167,080	2,242,928	2,321,430	2,402,681	2,486,774	2,573,811	2,663,895	2,757,131	48,730,822
REVENUE 3 - HOTEL OCCUPANCY TAX																																
	0	0	0	0	8,193,254	8,480,018	8,776,818	9,084,007	9,401,947	9,731,016	10,071,601	10,424,107	10																			

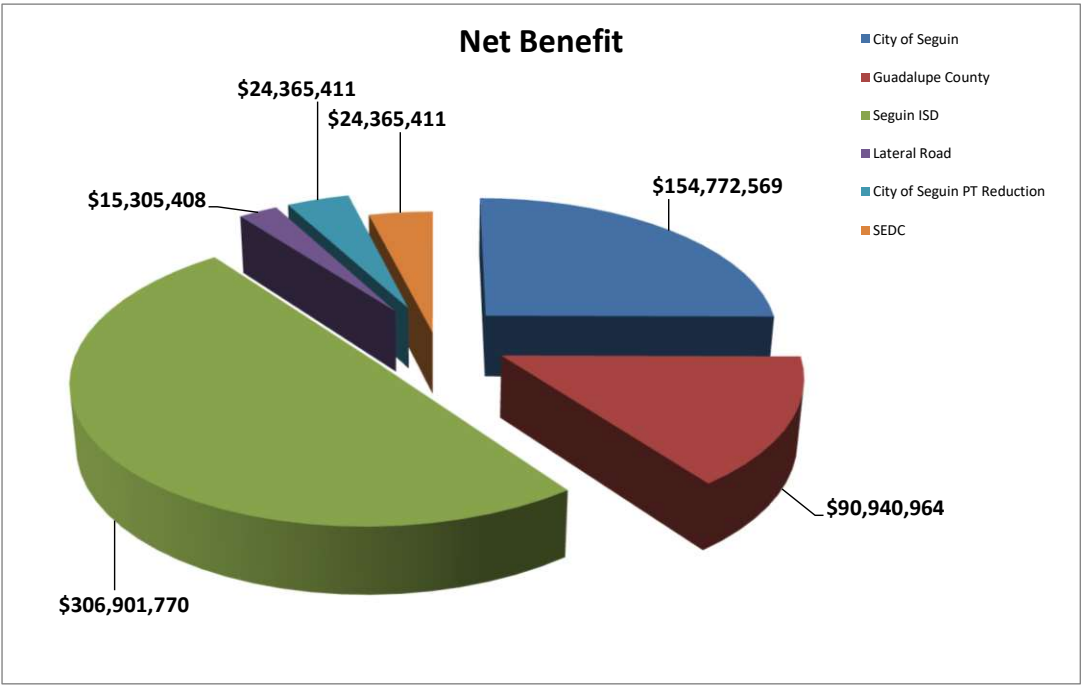
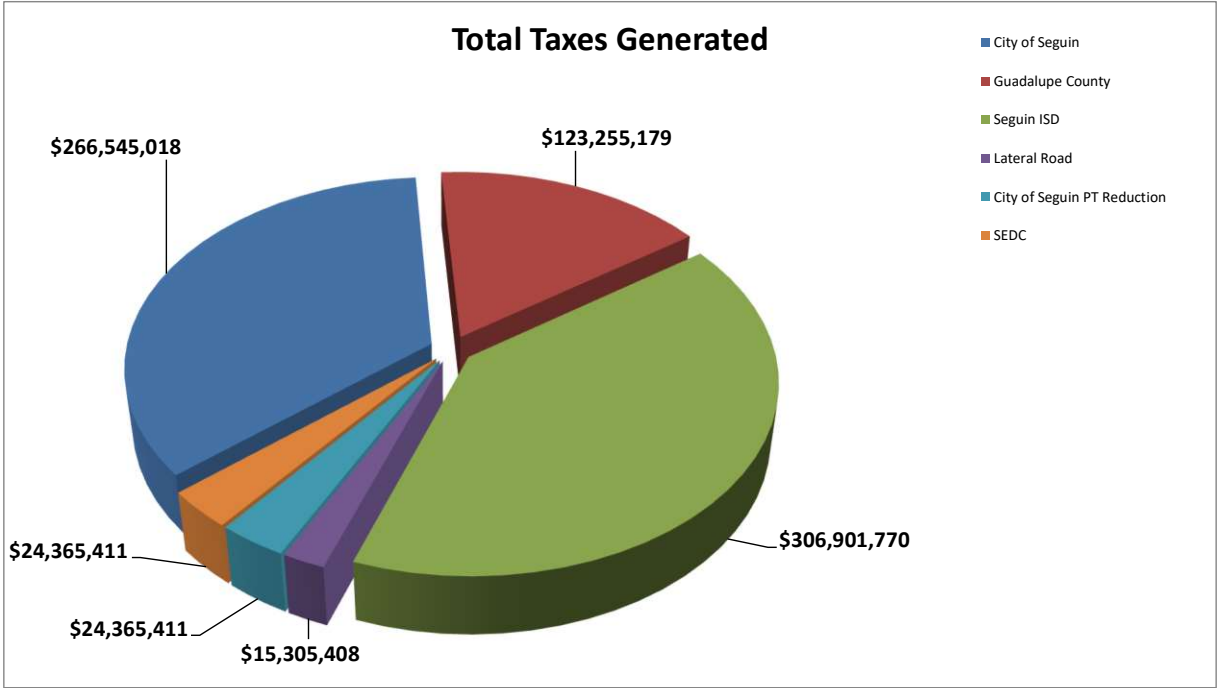
Financial Feasibility Analysis - All Revenue Generated

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION																																		
TAXABLE BASE YEAR GROWTH										3.50%										DISCOUNT RATE										6.00%				
		REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX				City of Seguin				City of Seguin PT Reduction				City of Seguin				City of Seguin PT Reduction								
		City of Seguin	Guadalupe County	Seguin ISD	Lateral Road	City of Seguin	Guadalupe County	Seguin ISD	Lateral Road	City of Seguin	Guadalupe County	Seguin ISD	Lateral Road	City of Seguin	Guadalupe County	Seguin ISD	Lateral Road	City of Seguin	Guadalupe County	Seguin ISD	Lateral Road	City of Seguin	Guadalupe County	Seguin ISD	Lateral Road	City of Seguin	Guadalupe County	Seguin ISD	Lateral Road	City of Seguin	Guadalupe County	Seguin ISD	Lateral Road	
		0.5125000	0.2627000	1.0828000	0.0540000	0.5125000	0.2627000	1.0828000	0.0540000	0.5125000	0.2627000	1.0828000	0.0540000	0.0100000	0.0025000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000	0.0025000	
		1.9120000	1.9120000	1.9120000	1.9120000	1.9120000	1.9120000	1.9120000	1.9120000	1.9120000	1.9120000	1.9120000	1.9120000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000		
REVENUE YEAR	TAX BASE YEAR	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	TOTALS	
BASE YEAR	City of Seguin	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518		
	Guadalupe County	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518		
	Seguin ISD	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518		
	Lateral Road	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518		
TAXABLE VALUE	City of Seguin	1,116,266	1,155,335	1,195,772	1,237,624	1,280,941	1,325,774	1,372,176	1,420,202	1,469,909	1,521,356	1,574,604	1,629,715	1,686,755	1,745,791	1,806,894	1,870,135	1,935,590	2,003,336	2,073,452	2,146,023	2,221,134	2,298,874	2,379,334	2,462,611	2,548,802	2,638,010	2,730,341	2,825,903	2,924,809	3,027,178			
	Guadalupe County	1,116,266	1,155,335	1,195,772	1,237,624	1,280,941	1,325,774	1,372,176	1,420,202	1,469,909	1,521,356	1,574,604	1,629,715	1,686,755	1,745,791	1,806,894	1,870,135	1,935,590	2,003,336	2,073,452	2,146,023	2,221,134	2,298,874	2,379,334	2,462,611	2,548,802	2,638,010	2,730,341	2,825,903	2,924,809	3,027,178			
	Seguin ISD	1,116,266	1,155,335	1,195,772	1,237,624	1,280,941	1,325,774	1,372,176	1,420,202	1,469,909	1,521,356	1,574,604	1,629,715	1,686,755	1,745,791	1,806,894	1,870,135	1,935,590	2,003,336	2,073,452	2,146,023	2,221,134	2,298,874	2,379,334	2,462,611	2,548,802	2,638,010	2,730,341	2,825,903	2,924,809	3,027,178			
	Lateral Road	1,116,266	1,155,335	1,195,772	1,237,624	1,280,941	1,325,774	1,372,176	1,420,202	1,469,909	1,521,356	1,574,604	1,629,715	1,686,755	1,745,791	1,806,894	1,870,135	1,935,590	2,003,336	2,073,452	2,146,023	2,221,134	2,298,874	2,379,334	2,462,611	2,548,802	2,638,010	2,730,341	2,825,903	2,924,809	3,027,178			
TAXABLE VALUE INCREMENT	City of Seguin	37,748	76,817	117,254	159,106	202,423	247,256	293,658	341,684	391,391	442,838	496,086	551,197	608,237	667,273	728,376	791,617	857,072	924,818	994,934	1,067,505	1,142,616	1,220,356	1,300,816	1,384,093	1,470,284	1,559,492	1,651,823	1,747,385	1,846,291	1,948,660			
	Guadalupe County	37,748	76,817	117,254	159,106	202,423	247,256	293,658	341,684	391,391	442,838	496,086	551,197	608,237	667,273	728,376	791,617	857,072	924,818	994,934	1,067,505	1,142,616	1,220,356	1,300,816	1,384,093	1,470,284	1,559,492	1,651,823	1,747,385	1,846,291	1,948,660			
	Seguin ISD	37,748	76,817	117,254	159,106	202,423	247,256	293,658	341,684	391,391	442,838	496,086	551,197	608,237	667,273	728,376	791,617	857,072	924,818	994,934	1,067,505	1,142,616	1,220,356	1,300,816	1,384,093	1,470,284	1,559,492	1,651,823	1,747,385	1,846,291	1,948,660			
	Lateral Road	37,748	76,817	117,254	159,106	202,423	247,256	293,658	341,684	391,391	442,838	496,086	551,197	608,237	667,273	728,376	791,617	857,072	924,818	994,934	1,067,505	1,142,616	1,220,356	1,300,816	1,384,093	1,470,284	1,559,492	1,651,823	1,747,385	1,846,291	1,948,660			
REVENUE A	TAXABLE VALUE GROWTH	193	394	601	815	1,037	1,267	1,505	1,751	2,006	2,270	2,542	2,825	3,117	3,420	3,733	4,057	4,392	4,740	5,099	5,471	5,856	6,254	6,667	7,093	7,535	7,992	8,466	8,955	9,462	9,987	129,504	City of Seguin	
		99	202	308	418	532	650	771	898	1,028	1,163	1,303	1,448	1,598	1,753	1,913	2,080	2,252	2,429	2,614	2,804	3,002	3,206	3,417	3,636	3,862	4,097	4,339	4,590	4,850	5,119	5,398	66,382	Guadalupe County
		409	832	1,270	1,723	2,192	2,677	3,180	3,700	4,238	4,795	5,372	5,968	6,586	7,225	7,887	8,572	9,280	10,014	10,773	11,559	12,372	13,214	14,085	14,987	15,920	16,886	17,886	18,921	19,992	21,100	22,245	273,614	Seguin ISD
		20	41	63	86	109	134	159	185	211	239	268	298	328	360	393	427	463	499	537	576	617	659	702	747	794	842	892	944	997	1,052	1,105	13,645	Lateral Road
		722	1,469	2,242	3,042	3,870	4,728	5,615	6,533	7,483	8,467	9,485	10,539	11,629	12,758	13,927	15,136	16,387	17,683	19,023	20,411	21,847	23,333	24,872	26,464	28,112	29,817	31,583	33,410	35,301	37,258	483,145		
REVENUE 1	REAL PROPERTY TAX	0	0	0	149,652,900	236,200,052	379,087,353	545,207,411	603,691,170	685,276,381	726,052,534	751,464,372	777,765,625	804,967,422	833,161,982	862,322,651	892,033,944	923,741,582	956,072,538	989,535,078	1,024,168,804	1,060,014,712	1,097,115,227	1,135,514,260	1,175,257,259	1,216,391,263	1,258,964,957	1,303,028,731	1,348,634,737	1,395,836,952	1,444,691,248			
	BUSINESS PERSONAL PROPERTY	0	0	0	33,359,678	44,557,087	62,240,299	82,244,169	91,573,915	104,205,082	110,637,760	118,510,082	126,666,062	135,402,953	144,868,026	155,085,487	166,088,026	177,917,910	190,627,056	205,378,910	222,222,779	241,241,252	262,541,595	286,322,595	312,708,736	341,968,444	374,444,444	411,444,444	453,444,444	501,444,444	555,444,444			
REVENUE 2	City of Seguin	0	0	0	937,939	1,438,880	2,261,189	3,215,689	3,563,234	4,046,092	4,288,038	4,438,119	4,593,453	4,754,224	4,920,622	5,092,844	5,271,093	5,455,582	5,646,527	5,844,155	6,048,701	6,260,405	6,479,519	6,706,303	6,941,023	7,183,959	7,435,398	7,695,637	7,964,984	8,243,758	8,532,290	145,259,657	City of Seguin	
	Guadalupe County	0	0	0	480,774	737,549	1,159,053	1,646,315	1,826,461	2,073,968	2,197,985	2,274,915	2,354,537	2,436,946	2,522,239	2,610,517	2,701,885	2,796,451	2,894,327	2,995,628	3,100,475	3,208,992	3,321,307	3,437,553	3,557,867	3,682,392	3,811,276	3,944,671	4,082,734	4,225,630	4,373,527	74,457,975	Guadalupe County	
	Seguin ISD	0	0	0	1,																													

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Seguin	\$266,545,018	\$111,772,448	\$154,772,569
Guadalupe County	\$123,255,179	\$32,314,215	\$90,940,964
Seguin ISD	\$306,901,770	\$0	\$306,901,770
Lateral Road	\$15,305,408	\$0	\$15,305,408
City of Seguin PT Reduction	\$24,365,411	\$0	\$24,365,411
SEDC	\$24,365,411	\$0	\$24,365,411
Total	\$760,738,196	\$144,086,664	\$616,651,533

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Seguin	\$266,545,018	\$111,772,448	\$154,772,569
City of Seguin - Real Property	\$126,083,252	\$63,041,626	\$63,041,626
City of Seguin - Personal Property	\$19,305,909	\$0	\$19,305,909
City of Seguin - Sales	\$97,461,645	\$48,730,822	\$48,730,822
City of Seguin -HOT	\$23,694,211	\$0	\$23,694,211





Length of TIRZ #3 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2055 (with the final year’s tax increment to be collected by September 1, 2056).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone’s project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Acres	Legal	Owner	Estimated 2025 Taxable Value
53239	1.7000	ABS: 11 SUR: J D CLEMENTS 1.7000 AC.	A-L 97 IH 10-SH 46 LP	\$393
52990	4.6300	ABS: 11 SUR: J D CLEMENTS 4.6300 AC.	A-L 97 IH 10-SH 46 LP	\$954,000
53238	76.2000	ABS: 11 SUR: J D CLEMENTS 76.2012 AC.	A-L 97 IH 10-SH 46 LP	\$17,602
128174	127.4500	PROJECT GREEN SUBD BLOCK 1 LOT 1 127.45 AC	A-L 97 IH 10-SH 46 LP	\$29,441
128175	166.7900	PROJECT GREEN SUBD, BLOCK 1, LOT 2, ACRES 166.79	A-L 97 IH 10-SH 46 LP	\$38,528
128176	113.9000	PROJECT GREEN SUBD, BLOCK 1, PT OF LOT 3, ACRES 113.90	A-L 97 IH 10-SH 46 LP	\$26,311
129007	43.0000	PROJECT GREEN SUBD,PT OF BLOCK 1, PT OF LOT 3, ACRES 43.00	A-L 97 IH 10-SH 46 LP	\$9,933
136699	10.0000	ABS: 11 SUR: J D CLEMENTS 10.00 AC.	MONTGOMERY JOHN T ETAL	\$2,310
	544			\$1,078,518

**The 2025 base value will need to be verified by the Guadalupe Appraisal District when the final 2025 taxable values are available.*



ECONOMIC DEVELOPMENT CORPORATION

To: Donna Dodgen, Mayor
Seguin City Council

CC: Steve Parker, City Manager
Mark Kennedy, City Attorney

From: Josh Schneuker
Director of Economic Development | SEDC Executive Director

Date: 11-04-2025

Subject: Ordinance Approving Tax Increment Reinvestment Zone Number 3 Project and Financing Plan

Overview

On October 21, 2025, the City Council of the City of Seguin approved Ordinance No. 2025-058, establishing Tax Increment Reinvestment Zone Number Three (TIRZ #3) within the Seguin City limits. Included in this ordinance was the establishment of a Board of Directors, made up of the members of the Seguin City Council and representatives from any additional participating entities, with the Mayor serving as board Chair. This Board would act as recommending body for all TIRZ #3 administration activities to the City Council, who will retain ultimate authority to vote on Board considerations.

One of the key requirements in the creation of a tax increment reinvestment zone, under Chapter 311.011(a) of the Texas Tax Code, is that a Project and Financing Plan be approved. This plan identifies specific improvements that the TIRZ fund anticipates supporting, while also providing certain details on how these improvements will be paid for. Although a Project and Financing Plan can be adjusted throughout the term of a TIRZ, approval of such a plan at the outset of its creation ensures that the intention behind the increment capture within a zone is authorized by the Texas Tax Code.

Included within the creation Ordinance for TIRZ #3, (Ordinance No. 2025-058), was a preliminary Project and Financing Plan, which has now subsequently become the Project and Financing Plan up for consideration before the Council today.

At the TIRZ #3 Board of Directors' inaugural meeting, held on November 4, 2025, the Board voted to approve A Resolution, authorizing and accepting the presented Project and Financing Plan for the Zone. Now, having been recommended to City Council via acceptance of this Resolution, an Ordinance approving the TIRZ #3 Project and Financing Plan (Ordinance No. 2025-____) is presented for action.

Fiscal Impact

None

Staff Recommendation

Staff recommends approval of the Ordinance approving and authorizing the Project and Financing Plan for Tax Increment Reinvestment Zone Number Three, City of Seguin, Texas.

Attachments

1. TIRZ Board #3 Resolution _____
2. City Council Ordinance 2025-_____

**RESOLUTION OF THE BOARD OF DIRECTORS OF TAX INCREMENT
REINVESTMENT ZONE NUMBER THREE, CITY OF SEGUIN, TEXAS, APPROVING
THE PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT
ZONE NUMBER THREE AND SETTING AN EFFECTIVE DATE**

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (hereinafter referred to as the “Act”) and pursuant to Ordinance No. 2025-058, adopted by the City Council of the City of Seguin, Texas (hereafter referred to as the “City”), on October 21, 2025, the City created Tax Increment Reinvestment Zone Number Three, City of Seguin, Texas (hereinafter referred to as “TIRZ #3”); and

WHEREAS, pursuant to Ordinance No. 2025-058, the City created the Board of Directors (hereinafter referred to as “Board”) for TIRZ #3; and

WHEREAS, pursuant to Ordinance No. 2025-058 the City approved a preliminary Project and Financing Plan for TIRZ #3; and

WHEREAS, the Board shall make recommendations to the City Council concerning the administration, management, and operation of TIRZ #3; and

WHEREAS, the Board shall prepare and adopt a Project and Financing Plan and submit such plan to the City Council for its approval; and

WHEREAS, the Board has been provided with a presentation on the preliminary Project and Financing Plan; and

WHEREAS, the Board finds that the preliminary Project and Financing Plan is feasible and encourages further development within TIRZ #3; and

WHEREAS, the Board finds that the preliminary Project and Financing Plan includes all information required by Section 31.003 (b) and (c) of the Act,

NOW THEREFORE, BE IT RESOLVED by the Tax Increment Reinvestment Zone Number Three, City of Seguin, Texas, Board of Directors:

SECTION I. **THAT** the Project and Financing Plan for Tax Increment Reinvestment Zone Number Three, City of Seguin, Texas, is hereby approved.

SECTION II. **THAT** the Chair of the Board is authorized to sign this resolution on the Board’s behalf.

SECTION III. **THAT** this resolution shall be in full force and effect from and after its passage and is accordingly resolved.

PASSED AND APPROVED BY THE TAX INCREMENT REINVESTMENT ZONE
NUMBER THREE, CITY OF SEGUIN, TEXAS, BOARD OF DIRECTORS, this 4th day of
November 2025.

CHAIR

ATTEST:

KRISTIN MUELLER
CITY SECRETARY

AN ORDINANCE APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, CITY OF SEGUIN, TEXAS; MAKING VARIOUS FINDINGS RELATED TO SUCH PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (the “**Act**”) and pursuant to Ordinance No. 2025-058, adopted by the City Council of the City of Seguin, Texas (the “**City**”), on October 21, 2025, the City created Tax Increment Reinvestment Zone Number Three, City of Seguin, Texas (the “**Zone**”); and

WHEREAS, on November 4, 2025, the board of directors of the Zone (the “**Board**”) adopted a Resolution authorizing a Project and Financing Plan for the Zone, which is attached hereto as Exhibit A (the “**Plan**”), as required by Section 311.011(a) of the Act; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, THAT:

SECTION 1. FINDINGS.

The City hereby makes the following findings of fact:

- 1.1** The statements and facts set forth in the recitals of this Ordinance are true and correct.
- 1.2** That the Plan includes all information required by Sections 311.003(b) and (c) of the Act.
- 1.3** That the Plan is feasible and the project plan conforms to the City’s goals and objectives.

SECTION 2. APPROVAL OF PLAN.

That based on the findings set forth in Section 1 of this Ordinance, the Plan is hereby approved.

SECTION 3. SEVERABILITY.

Should any provision, section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Seguin hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause, or phrase thereof

irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Seguin, Texas, on this **4th DAY OF NOVEMBER 2025**.

Donna Dodgen, Mayor

Attest:

Kristin Mueller, City Secretary

Approved as to form:

Mark Kennedy, City Attorney

EXHIBIT A

Resolution and Final Project and Financing Plan TIRZ No. 3

Tax Increment Reinvestment Zone #3

City of Seguin, Texas

PROJECT AND FINANCING PLAN
NOVEMBER 2025



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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Seguin is a city in and the county seat of Guadalupe County, Texas. Located conveniently along Interstate 10 and State Highway 130, Seguin is just 30 minutes east of San Antonio and 60 minutes south of Austin. Seguin provides its residents and visitors with many recreational and cultural activities, making it an attractive place to live and work.

Manufacturing is the heart of the Seguin economy. Big name corporations such as Caterpillar, Vitesco Technologies, Tyson Foods, Georgia Pacific, Niagara Bottling, Alamo Group, Hexcel and CMC Steel all have major manufacturing operations within our city. The Seguin area has over 4,000 manufacturing jobs just within the city limits; more than three times the national average.

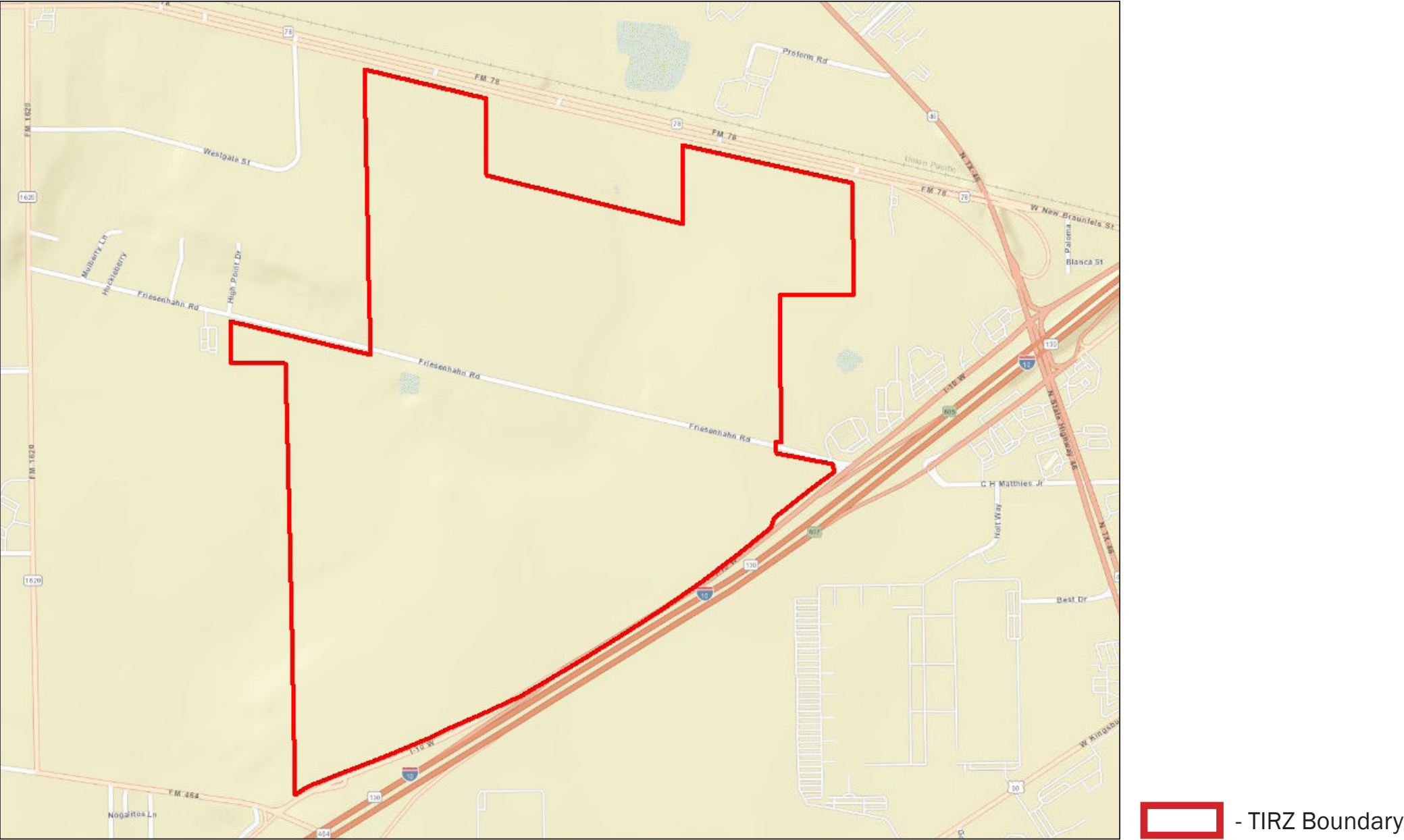
Seguin is experiencing citywide business expansion, with many nationally known retailers entering, returning and expanding in the market. The latest U.S. Census population estimates, released on May 15, 2025, highlight another year of exceptional growth for the city of Seguin, Texas. As of July 1, 2024, Seguin’s population is estimated at 38,789, representing a 7.4 percent increase from the previous year. Seguin’s strong population growth places it among the Top 30 Fastest-Growing Cities in the United States (on a percentage basis) for communities with populations of 20,000 or more in 2023.

Tax Increment Reinvestment Zone #3, City of Seguin

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On October 21, 2025 the City Council of the City of Seguin, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 2025-058 to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Three, City of Seguin, Texas. The goal of Tax Increment Reinvestment Zone #3 (TIRZ #3) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This project and financing plan outlines the funding of \$144,086,664 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Seguin. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



Boundary Description

TIRZ #3 consists of approximately 544 acres located within the city limits of the City of Seguin. The legal description for the zone is described in detail below.

Legal Description TIRZ #3

TIRZ #3 consists of approximately 544 acres located within the city limits of the City of Seguin. The zone is contiguous and includes Property ID 136699, a 10 acre tract legally described as ABS: 11 SUR: J D CLEMENTS 10.00 AC, as well as a 533.619 acre tract described in detail below.

533.619 acres of land in the J.D. Clements Survey, Abstract No. 11, Guadalupe County, Texas

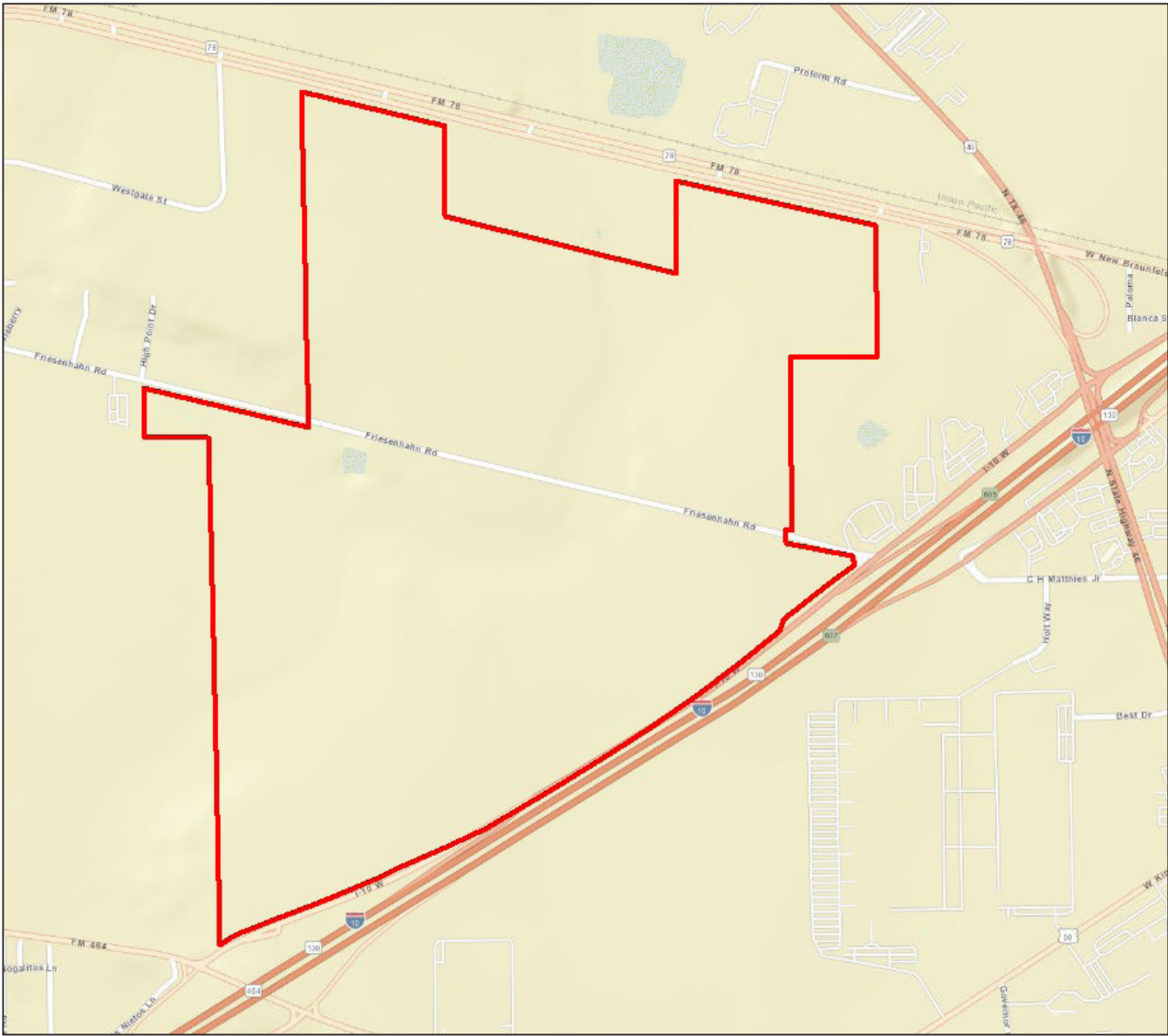
A FIELD NOTE DESCRIPTION of 533.619 acres of land in the J.D. Clements Survey, Abstract No. 11, Guadalupe County, Texas; said 533.619 acre tract being all of Lots 1-3, Block 1 of the Project Green Subdivision, according to the map or plat recorded in Volume 7, Pages 263-264 of the Guadalupe County Map Records, conveyed to A-L 97 IH 10-SH 46, L.P., as recorded in Guadalupe County Clerk’s File Nos. 07-022168 and 07-022173, being the remainder of an 87.9012 acre tract of land conveyed to A-L 97 IH 10-SH 46, L.P., as recorded in Guadalupe County Clerk’s File No. 08- 013115 and being all of a 4.6132 acre tract of land conveyed to A-L 97 IH 10-SH 46, L.P., as recorded in Guadalupe County Clerk’s File No. 202599011082; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on the Texas State Plane Coordinate System, South Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a smooth 5/8-inch iron rod found in the northwest right-of-way line of Interstate Highway 10 (right-of-way varies) for the southwest corner of said Lot 3, for the southeast corner of said 87.9012 acre tract and for an angle point of this tract;

THENCE, South 68° 42’ 28” West - 710.50 feet with the northwest right-of-way line of said Interstate Highway 10 and with the southeast line of said 87.9012 acre tract to a 60d nail in concrete found for an angle point of this tract;

THENCE, South 58° 05’ 50” West- 215.79 feet with the northwest right-of-way line of said Interstate Highway 10 and with the southeast line of said 87.9012 acre tract to a 1/2-inch iron rod with cap stamped ‘B&A’ found for a southwest corner of said 87.9012 acre tract and for a southwest corner of this tract;

THENCE, North 01° 31’ 26” West - 3,279.16 feet with the east line of a 40 acre tract of land conveyed to Robin R. Rector Harrel, as recorded in Volume 1528, Page 234 of Guadalupe County Deed Records and with a west line of said 87.9012 acre tract to a point for the southwest corner a 10.0000 acre tract of land conveyed to John T. Montgomery, Rob Killen, Kathy Ambrose, Terry Journey and Jessica Burks, as recorded in Guadalupe County Clerk’s File No. 09-011277 and for a northwest corner of this tract;



Boundary Description (Continued)

THENCE, North 88° 28’ 34” East - 660.00 feet with the south line of said 10.0000 are tract to a point for the southeast corner of said 10.0000 acre tract and for an interior corner of this tract;

THENCE, North 01° 31’ 26” West - 660.00 feet with the east line of said 10.0000 acre tract to a point for the northeast corner of said 10.000 acre tract and for an interior corner of this tract;

THENCE, South 88° 28’ 34” West - 660.00 feet with the north line of said 10.0000 acre tract to a point in the east line of said 40 acre tract and in the west line of said 87.9012 acre tract for the northwest corner of said 10.0000 acre tract and for a southwest corner of this tract;

THENCE, North 01° 31’ 26” West – 200.01 feet with the east line of said 40 acre tract and with the west line of said 87.9012 acre tract to a 1/2-inch iron rod with cap found for the northeast corner of said 40 acre tract, for an interior corner of said 87.9012 acre tract and for an interior corner of this tract;

THENCE, South 89° 03’ 44” West - 536.71 feet with the north line of said 40 acre tract and with a south line of said 87.9012 acre tract to a 1/2-inch iron pipe found for the northwest corner of said 40 acre tract, for the northeast corner of a 27.44 acre tract of land conveyed to William Hallberg and Nancy Hallberg, as recorded in Volume 2854, Page 125 of the Guadalupe County Deed Records and for an angle point of this tract;

THENCE, South 88° 21’ 42” West - 60.21 feet with the north line of said 27.44 acre tract and with a south line of said 87.9012 acre tract to a 4-inch metal pole found for the southeast corner of a 2.935 acre tract of land conveyed to Strata Ferrous, Inc., as recorded in Volume 1504, Page 468 of the Guadalupe County Deed Records, for a southwest corner of said 87.9012 acre tract and for a southwest corner of this tract;

THENCE, North 01° 07’ 53” West - 495.80 feet with the east line of said 2.935 acre tract and with a west line of said 87.9012 acre tract to a metal fence post found in the southwest right-of-way line of Friesenhahn Road (Youngs Ford Road, right-of-way varies) for the northeast corner of said 2.935 acre tract, for a northwest corner of said 87.9012 acre tract and for a northwest corner of this tract;

THENCE, South 76° 37’ 07” East - 1,503.28 feet with the southwest right-of-way line of said Friesenhahn Road and with the northeast line of said 87.9012 acre tract to a 10-inch x10-inch concrete fence post found for the northeast corner of said 87.9012 acre tract, for the northwest corner of said Lot 3 and for an angle point of this tract;

THENCE, South 75° 48’ 22” East - 622.44 feet with the southwest right-of-way line of said Friesenhahn Road and with the northeast line of said Lot 3 to a 10-inch x10-inch concrete fence post found for an angle point of this tract;

THENCE, South 76° 34’ 50” East - 1,425.29 feet with the southwest right-of-way line of said Friesenhahn Road and with the northeast line of said Lot 3 to a 1/2-inch iron rod with cap found in the northwest line of said Lot 2 for a northeast corner of said Lot 3 and for an interior corner of this tract; from which a 1/2-inch iron rod found bears North 74° 17’ 36” East - 0.33 feet;

THENCE, North 20° 52’ 10” East - 84.74 feet with the northwest line of said Lot 2 to a 5/8-inch iron rod with cap stamped “T.E.A.M.” set for the southeast corner of said Lot 1 and for an interior corner of this tract;

THENCE, North 76° 54’ 03” West - 682.88 feet with the northeast right-of-way line of said Friesenhahn Road and with the southwest line of said Lot 1 to a 1/2-inch iron rod with cap found for an interior corner of this tract;

THENCE, South 12° 54’ 49” West - 9.69 feet with a jog in the northeast right-of-way line of said Friesenhahn Road to a 10-inch x10-inch concrete fence post found for a south corner of this tract;

THENCE, North 76° 24’ 13” West - 936.14 feet with the northeast right-of-way line of said Friesenhahn Road and with the southwest line of said Lot 1 to a 5/8-inch iron rod with cap stamped “T.E.A.M.” set for a west corner of this tract;

THENCE, North 14° 03’ 37” East - 10.20 feet with a jog in the northeast right-of-way line of said Friesenhahn Road to a 1/2-inch iron rod found for an interior corner of this tract;

THENCE, North 75° 11’ 12” West - 503.39 feet with the northeast right-of-way line of said Friesenhahn Road and with the southwest line of said Lot 1 to a 1/2-inch iron rod found for the southeast corner of a 19.21 acre tract of land conveyed to O.J. Riedel, Trustee, as recorded in Volume 724, Page 541 of the Guadalupe County Deed Records, for a southwest corner of said Lot 1 and for a southwest corner of this tract;

THENCE, North 01° 08’ 08” West - 848.44 feet with the east line of said 19.21 acre tract and with the west line of said Lot 1 to a 1/2-inch iron rod found for the northeast corner of said 19.21 acre tract, for the southeast corner of Westgate Subdivision, according to the map or plat recorded in Volume 4, Page 96 of the Guadalupe County Map Records, for an angle point of said Lot 1 and for an angle point of this tract;

Boundary Description (Continued)

THENCE, North 01° 28’ 34” West - 551.15 feet with the east line of said Westgate Subdivision and with the west line of said Lot 1 to a 5/8-inch iron rod with cap stamped “T.E.A.M.” set for an angle point of said Lot 1 and for an angle point of this tract;

THENCE, North 01° 22’ 32” West - 1,262.61 feet with the east line of said Westgate Subdivision and with the west line of said Lot 1 to a concrete monument disk found in the southwest right-of-way line of F.M. Highway 78 (right-of-way varies) for the northeast corner of said Westgate Subdivision, for the northwest corner of said Lot 1 and for a northwest corner of this tract;

THENCE, South 76° 33’ 09” East - 1,256.79 feet with the southwest right-of-way line of said F.M. Highway 78 and with the northeast line of said Lot 1 to a 5/8-inch iron rod with cap stamped “T.E.A.M.” set for the northwest corner of an 11.684 acre tract of land conveyed to Fernon J. Schievelbein, as recorded in Volume 476, Page 679 of the Guadalupe County Deed Records, for a northeast corner of said Lot 1 and for a northeast corner of this tract; from which a metal fence post bears South 00° 50’ 29” East - 0.91 feet;

THENCE, South 00° 50’ 29” East - 741.45 feet with the west line of said 11.684 acre tract and with an east line of said Lot 1 to a 10-inch x 10-inch concrete fence post found for the southwest corner of said 11.684 acre tract, for an interior corner of said Lot 1 and for an interior corner of this tract;

THENCE, South 76° 36’ 44” East with the northeast line of said Lot 1 and with the southwest line of said 11.684 acre tract, with the southwest line of a tract of land conveyed to Fernon J. Schievelbein, as recorded in Volume 1000, Page 572 of the Guadalupe County Deed Records, and with the southwest line of a 13.730 acre tract of land conveyed to Fernon J. Schievelbein, as recorded in Volume 476, Page 679 of the Guadalupe County Deed Records, at a distance of 1,604.24 feet pass a 1/2-inch iron rod in concrete found for a northeast corner of said Lot 1 and for a northwest corner of said Lot 2 and continuing for a total distance of 1,893.61 feet to a 10-inch x10-inch concrete fence post found for the southeast corner of said 13.730 acre tract, for an interior corner of said Lot 2 and for an interior corner of this tract;

THENCE, North 01° 09’ 52” West - 747.68 feet with the east line of said 13.730 acre tract and with a west line of said Lot 2 to a concrete monument found in the southwest right-of-way line of said F.M. Highway 78 for a northeast corner of said 13.730 acre tract, for a northwest corner of said Lot 2 and for a northwest corner of this tract;

THENCE, South 78° 44’ 39” East - 972.43 feet with the southwest right-of-way line of said F.M. Highway 78 and with the northeast line of said Lot 2 to a concrete monument found for an angle point of this tract;

THENCE, South 76° 37’ 15” East - 737.62 feet with the southwest right-of-way line of said F.M. Highway 78 and with the northeast line of said Lot 2 to a 2-inch iron pipe found for the northwest corner of an 8.521 acre tract of land conveyed to Superior Energy Group, Ltd., as recorded in Volume 732, Page 1301 of the Guadalupe County Deed Records, for a northeast corner of said Lot 2 and for a northeast corner of this tract;

THENCE, South 01° 17’ 10” East - 1,097.52 feet with the west line of said 8.521 acre tract and with the east line of said Lot 2 to a 1/2-inch iron rod found in the north line of a called 26.5 acre tract of land conveyed to Mount Vernon, LLC, as recorded in Guadalupe County Clerk’s File No. 202299008845 for a southwest corner of said 8.521 acre tract, for a southeast corner of said Lot 2 and for a southeast corner of this tract;

THENCE, South 87° 34’ 00” West - 711.09 feet with the north line of said 26.5 acre tract and with a south line of said Lot 2 to a 1/2-inch iron rod with cap in concrete found for an interior corner of said Lot 2 and for an interior corner of this tract; from which a bent 1-inch iron pipe bears South 87° 34’ 10” West - 2.83 feet;

THENCE, South 01° 22’ 58” East - 1,116.97 feet with the east line of said Lot 2 to a 6 foot chain link fence corner found for an angle point of this tract;

THENCE, South 00° 15’ 22” East - 290.39 feet with the east line of said Lot 2 to a 1/2-inch iron rod with cap stamped ‘Kling’ found in the northeast right-of-way line of Friesenhahn Road (Youngs Ford Road) (width varies), as recorded in Volume 321, Page 58 and Volume 322, Page 220 of the Guadalupe County Deed Records for a southeast corner of said Lot 2 and for a southeast corner of this tract;

THENCE, North 76° 54’ 03” West - 62.59 feet with the northeast right-of-way line of said Friesenhahn Road and with a southwest line of said Lot 2 to a 5/8-inch iron rod found for an interior corner of said Lot 2 and for an interior corner of this tract;

THENCE, South 01° 04’ 17” East – 82.51 feet with the east line of said Lot 2 to a 5/8-inch iron rod with cap stamped “McKim & Creed” set in the southwest right-of-way of said Friesenhahn Road for the northwest corner of said 4.6132 acre tract and for an interior corner of this tract;

Boundary Description (*Continued*)

THENCE, South 78° 34’ 40” East - 557.92 feet with the southwest right-of-way line of said Friesenhahn Road and with the northeast line of said 4.6132 acre tract to a TXDOT disc found at the north end of a cutback corner at intersection of the southwest right-of-way line of said Friesenhahn Road with the northwest right-of-way line of said Interstate Highway No. 10 for the northeast corner of said 4.6132 acre tract and for a northeast corner of this tract;

THENCE, South 12° 50’ 11” East - 86.78 feet with said cutback corner and with an east line of said 4.6132 acre tract to a TXDOT disc found at the south end of said cutback corner for the southeast corner of said 4.6132 acre tract and for the southeast corner of this tract;

THENCE, South 51° 29’ 46” West with the northwest right-of-way line of said Interstate Highway No. 10 and with the southeast line of said 4.6132 acre tract, at a distance of 708.25 feet pass a TXDOT disc found for a southeast corner of said Lot 2 and for the southwest corner of said 4.6132 acre tract and continuing with the northwest right-of-way line of said Interstate Highway No. 10 and with the southeast line of said Lot 2, at a distance of 1,198.17 feet pass a 1/2-inch iron rod with cap stamped ‘B&A’ found for a southeast corner of said Lot 2 and for a northeast corner of said Lot 3 and continuing with the northwest right-of-way line of said Interstate Highway No. 10 and with the southeast line of said Lot 3 for a total distance of 1,578.36 feet to a brass monument disk found for an angle point of this tract;

THENCE, South 54° 44’ 17” West - 652.94 feet with the northwest right-of-way line of said Interstate Highway 10 and with the southeast line of said Lot 3 to a brass monument disk found for an angle point of this tract;

THENCE, South 58° 04’ 52” West - 1,419.28 feet with the northwest right-of-way line of said Interstate Highway 10 and with the southeast line of said Lot 3 to a 3/4-inch square bar found for an angle point of this tract;

THENCE, South 61° 55’ 18” West - 999.03 feet with the northwest right-of-way line of said Interstate Highway 10 and with the southeast line of said Lot 3 to a 1/2-inch iron rod with cap stamped ‘Kling’ found for an angle point of this tract;

THENCE, South 69° 00’ 37” West - 561.36 feet with the northwest right-of-way line of said Interstate Highway 10 and with the southeast line of said Lot 3 to the POINT OF BEGINNING and containing 533.619 acres of land.

Land Use

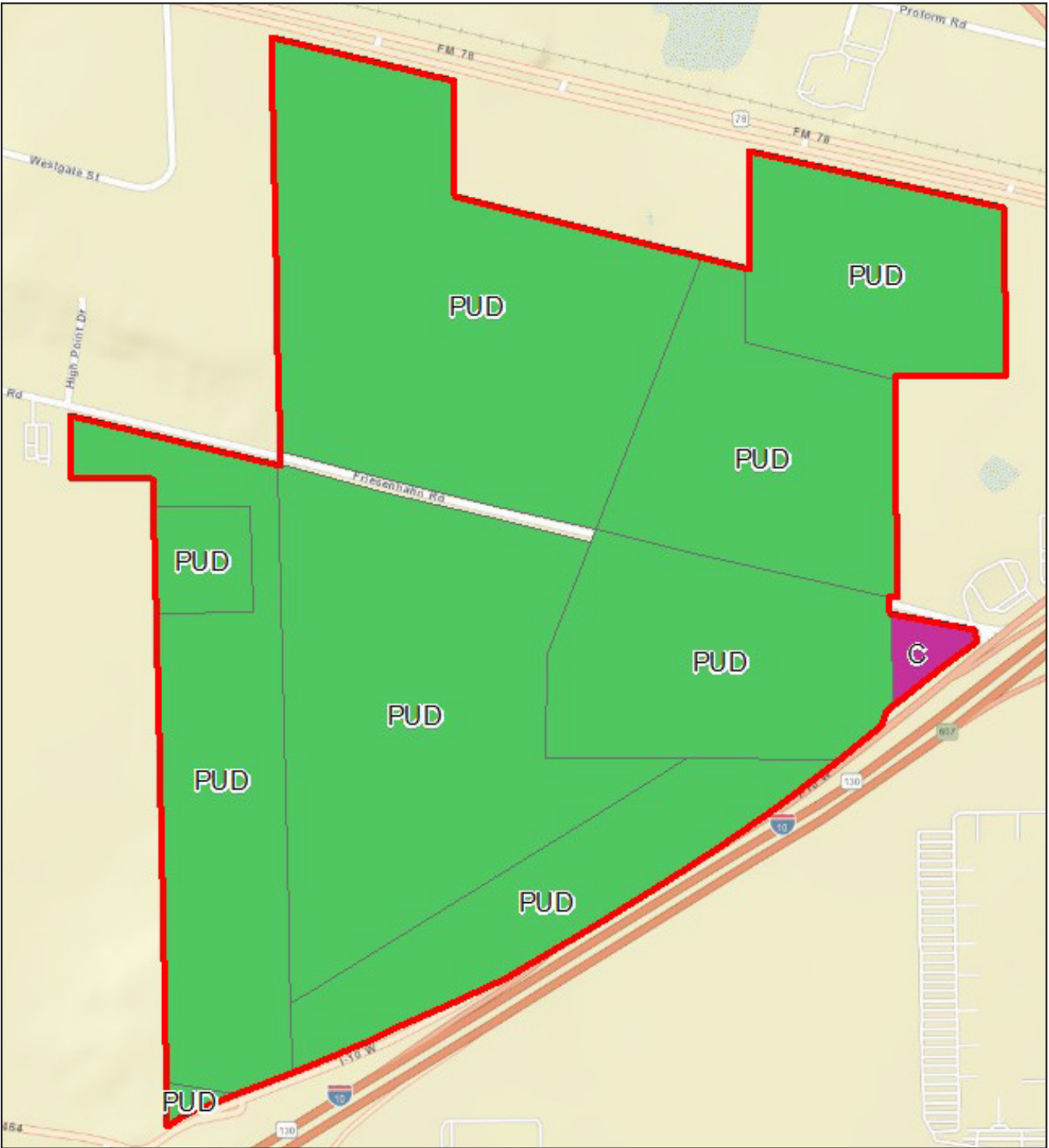
The land within the zone is primarily vacant land that is well positioned for future development. Less than 30 percent of the property in the zone, excluding property that is publicly owned, is used for residential purposes.

Zoning

The land within the TIRZ is primarily zoned PUD: Planned Unit Development District This zoning permits a property owner to meet overall community density and land use goals without being bound by existing zoning requirements.

A small portion of the TIRZ is zoned C: Commercial which consists of a wide range of retail uses, offices and personal and business services. Access to this should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Seguin zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 8 parcels within Tax Increment Reinvestment Zone #3. The estimated taxable base value of the property within the TIRZ is \$1,078,518. The 2025 base value will need to be verified by Guadalupe County Appraisal District when the final 2025 taxable values are available. For further details of parcels included within the TIRZ see **Appendix A**.



Proposed Development

Anticipated Development

The property within the zone is well positioned for future development and redevelopment. The table below provides an overview of the scope and timing of potential development that PAC projects could occur during the life of the TIRZ, based on market trends, known planned development, and input from City staff. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

Tenant Type	SF	Units	Completion Year	RP Taxable Value per Unit/SF	RP Incremental Taxable Value	BPP Taxable Value per Unit/SF	BPP Incremental Taxable Value	Taxable Sales PSF	Total Sales PSF	Incremental Taxable Sales
Jr. Box Inline Retail	5,000		2028	\$ 160	\$ 800,000	\$ 30	\$ 150,000	\$ 261	\$ 1,305,000	\$ 1,305,000
Jr. Box Inline Retail	5,000		2028	\$ 160	\$ 800,000	\$ 30	\$ 150,000	\$ 300	\$ 1,500,000	\$ 1,500,000
Jr. Box Retail	25,000		2028	\$ 160	\$ 4,000,000	\$ 30	\$ 750,000	\$ 300	\$ 7,500,000	\$ 7,500,000
Jr. Box Retail	16,000		2028	\$ 160	\$ 2,560,000	\$ 30	\$ 480,000	\$ 300	\$ 4,800,000	\$ 4,800,000
Jr. Box Retail	8,000		2028	\$ 160	\$ 1,280,000	\$ 30	\$ 240,000	\$ 261	\$ 2,088,000	\$ 2,088,000
Jr. Box Retail	7,705		2028	\$ 160	\$ 1,232,800	\$ 30	\$ 231,150	\$ 300	\$ 2,311,500	\$ 2,311,500
Jr. Box Retail	5,000		2028	\$ 160	\$ 800,000	\$ 30	\$ 150,000	\$ 277	\$ 1,385,000	\$ 1,385,000
Inline Anchor	18,200		2028	\$ 190	\$ 3,458,000	\$ 30	\$ 546,000	\$ 200	\$ 3,640,000	\$ 2,912,000
Home Improvement	94,000		2028	\$ 100	\$ 9,400,000	\$ 50	\$ 4,700,000	\$ 475	\$ 44,650,000	\$ 44,650,000
Anchor	128,000		2028	\$ 100	\$ 12,800,000	\$ 50	\$ 6,400,000	\$ 422	\$ 54,000,000	\$ 32,400,000
Jr. Box Retail	29,956		2028	\$ 160	\$ 4,792,960	\$ 30	\$ 898,680	\$ 200	\$ 5,991,200	\$ 5,991,200
Box Retail	60,469		2028	\$ 160	\$ 9,675,040	\$ 30	\$ 1,814,070	\$ 390	\$ 23,582,910	\$ 23,582,910
Restaurant	8,095		2028	\$ 300	\$ 2,428,500	\$ 30	\$ 242,850	\$ 1,021	\$ 8,265,060	\$ 6,612,048
QSR	2,700		2028	\$ 400	\$ 1,080,000	\$ 80	\$ 216,000	\$ 741	\$ 2,000,000	\$ 2,000,000
QSR	2,328		2028	\$ 400	\$ 931,200	\$ 80	\$ 186,240	\$ 859	\$ 2,000,000	\$ 2,000,000
QSR	2,700		2028	\$ 400	\$ 1,080,000	\$ 80	\$ 216,000	\$ 917	\$ 2,474,651	\$ 2,474,651
QSR	3,900		2028	\$ 400	\$ 1,560,000	\$ 80	\$ 312,000	\$ 513	\$ 2,000,000	\$ 2,000,000
Restaurant	6,500		2028	\$ 300	\$ 1,950,000	\$ 30	\$ 195,000	\$ 462	\$ 3,000,000	\$ 2,400,000
Inline Retail	10,300		2028	\$ 190	\$ 1,957,000	\$ 30	\$ 309,000	\$ 200	\$ 2,060,000	\$ 1,648,000
Restaurant	7,932		2028	\$ 300	\$ 2,379,600	\$ 30	\$ 237,960	\$ 704	\$ 5,581,798	\$ 4,465,438
QSR	2,918		2028	\$ 400	\$ 1,167,200	\$ 80	\$ 233,440	\$ 2,053	\$ 5,990,338	\$ 5,990,338
Restaurant	9,000		2028	\$ 300	\$ 2,700,000	\$ 30	\$ 270,000	\$ 333	\$ 3,000,000	\$ 2,400,000
Restaurant	3,850		2028	\$ 300	\$ 1,155,000	\$ 30	\$ 115,500	\$ 675	\$ 2,600,000	\$ 2,080,000
Inline Retail	10,500		2028	\$ 190	\$ 1,995,000	\$ 30	\$ 315,000	\$ 200	\$ 2,100,000	\$ 1,680,000
QSR	2,510		2028	\$ 400	\$ 1,004,000	\$ 80	\$ 200,800	\$ 1,230	\$ 3,086,443	\$ 3,086,443
Inline Retail	10,850		2029	\$ 190	\$ 2,061,500	\$ 30	\$ 325,500	\$ 200	\$ 2,170,000	\$ 1,736,000
OSR	3,500		2029	\$ 400	\$ 1,400,000	\$ 80	\$ 280,000	\$ 571	\$ 2,000,000	\$ 2,000,000
Restaurant	7,736		2029	\$ 300	\$ 2,320,800	\$ 30	\$ 232,080	\$ 646	\$ 5,000,000	\$ 4,000,000
Movie Theater	76,648		2030	\$ 125	\$ 9,581,000	\$ 30	\$ 2,299,440	\$ 112	\$ 8,584,576	\$ 8,584,576
QSR	3,200		2030	\$ 400	\$ 1,280,000	\$ 80	\$ 256,000	\$ 625	\$ 2,000,000	\$ 2,000,000
Restaurant	5,100		2030	\$ 300	\$ 1,530,000	\$ 30	\$ 153,000	\$ 588	\$ 3,000,000	\$ 1,920,000
Restaurant	5,000		2031	\$ 400	\$ 2,000,000	\$ 30	\$ 150,000	\$ 400	\$ 2,000,000	\$ 1,600,000
Restaurant	4,800		2031	\$ 300	\$ 1,440,000	\$ 30	\$ 144,000	\$ 625	\$ 3,000,000	\$ 2,400,000
Multi-Family		480	2031	\$ 125,000	\$ 60,000,000		\$ -	\$ -	\$ -	\$ -
Restaurant	5,000		2032	\$ 300	\$ 1,500,000	\$ 30	\$ 150,000	\$ 600	\$ 3,000,000	\$ 2,400,000
Inline Retail	10,850		2032	\$ 190	\$ 2,061,500	\$ 30	\$ 325,500	\$ 200	\$ 2,170,000	\$ 1,736,000
Restaurant	9,000		2033	\$ 300	\$ 2,700,000	\$ 30	\$ 270,000	\$ 333	\$ 3,000,000	\$ 2,400,000
Restaurant	5,000		2033	\$ 300	\$ 1,500,000	\$ 30	\$ 150,000	\$ 600	\$ 3,000,000	\$ 2,400,000
Retail	7,000		2034	\$ 190	\$ 1,330,000	\$ 30	\$ 210,000	\$ 286	\$ 2,000,000	\$ 2,000,000
Restaurant	5,000		2034	\$ 300	\$ 1,500,000	\$ 30	\$ 150,000	\$ 600	\$ 3,000,000	\$ 2,400,000
Inline Retail	10,850		2034	\$ 190	\$ 2,061,500	\$ 30	\$ 325,500	\$ 200	\$ 2,170,000	\$ 1,736,000
Retail	10,000		2034	\$ 190	\$ 1,900,000	\$ 30	\$ 300,000	\$ 200	\$ 2,000,000	\$ 2,000,000
	655,097	480			\$ 169,152,600		\$25,280,710		\$ 245,006,476	\$ 210,575,104

Tenant Type	SF	Units	Completion Year	RP Taxable Value per Unit/SF	RP Incremental Taxable Value	BPP Taxable Value per Unit/SF	BPP Incremental Taxable Value	Taxable Sales PSF	Total Sales PSF	Incremental Taxable Sales
Light Industrial	666,666		2028	\$ 100	\$ 66,666,600	\$ 18	\$11,999,988			
Light Industrial	100,000		2028	\$ 100	\$ 10,000,000	\$ 18	\$ 1,800,000			
Bldg 5 - Spec Light Indus	194,480		2029	\$ 100	\$ 19,448,000	\$ 18	\$ 3,500,640			
Bldg 4 - Spec Light Indus	194,480		2030	\$ 100	\$ 19,448,000	\$ 18	\$ 3,500,640			
Bldg 6 - Spec Light Indus	194,480		2030	\$ 100	\$ 19,448,000	\$ 18	\$ 3,500,640			
Light Industrial	333,333		2030	\$ 100	\$ 33,333,300	\$ 18	\$ 5,999,994			
Bldg 7 - Spec Light Indus	584,640		2031	\$ 100	\$ 58,464,000	\$ 18	\$10,523,520			
Bldg 3 - Spec Light Indus	194,480		2031	\$ 100	\$ 19,448,000	\$ 18	\$ 3,500,640			
Bldg 2 - Spec Light Indus	358,400		2032	\$ 100	\$ 35,840,000	\$ 18	\$ 6,451,200			
Bldg 1 - Spec Light Indus	322,560		2033	\$ 100	\$ 32,256,000	\$ 18	\$ 5,806,080			
Light Industrial	100,000		2033	\$ 100	\$ 10,000,000	\$ 18	\$ 1,800,000			
Proposed Medical	70,000		2033	\$ 200	\$ 14,000,000	\$ 20	\$ 1,400,000			
Light Industrial	100,000		2034	\$ 100	\$ 10,000,000	\$ 18	\$ 1,800,000			
	3,413,519				\$ 348,351,900		\$61,583,342			
Hotel		180	2029	\$ 125,000	\$ 22,500,000				\$ 5,000,000	\$ 3,000,000
Conference Center	30,000		2029	\$ 150	\$ 4,500,000					
Crystal Lagoon	239,580		2029	\$ 50	\$ 11,979,000	\$ 20	\$ 4,791,600	\$ 35	\$ 8,385,300	\$ 8,385,300
Ballfields			2029		\$ 8,000,000		\$ 100,000		\$ 1,000,000	\$ 1,000,000
Pickle Ball			2029		\$ 4,200,000		\$ 200,000		\$ 250,000	\$ 250,000
Lagoon Retail	10,000		2029	\$ 190	\$ 1,900,000	\$ 30	\$ 300,000	\$ 200	\$ 2,000,000	\$ 2,000,000
Restaurant	5,000		2029	\$ 300	\$ 1,500,000	\$ 30	\$ 150,000	\$ 600	\$ 3,000,000	\$ 1,200,000
Restaurant	5,000		2029	\$ 300	\$ 1,500,000	\$ 30	\$ 150,000	\$ 600	\$ 3,000,000	\$ 1,200,000
Multi-Family		400	2030	\$ 125,000	\$ 50,000,000					
Indoor Sport Complex	115,000		2032	\$ 100	\$ 11,500,000	\$ 30	\$ 3,450,000	\$ 17	\$ 2,000,000	\$ 2,000,000
	404,580	580			\$ 117,579,000		\$ 9,141,600		\$ 24,635,300	\$ 19,035,300
GRAND TOTAL	4,473,196				\$ 635,083,500		\$96,005,652			\$ 229,610,404

Project Costs of the Zone

There are a number of improvements to be located within the boundaries of Tax Increment Reinvestment Zone #3 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #3		
Public Utilities	\$ 43,225,999	30%
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking, Rail, and Transit Improvements	\$ 14,408,666	10%
Street and Intersection Improvements	\$ 50,430,332	35%
Pedestrian Enhancements	\$ 7,204,333	5%
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 11,526,933	8%
Economic Development Grants	\$ 14,408,666	10%
Administrative Costs	\$ 2,881,733	2.0%
Total	\$ 144,086,664	100%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code, listed to the right. The project costs listed above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$144,086,664 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Many areas within the TIRZ have an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Seguin will contribute 50% of the real property increment within the Zone and 50% of the City’s 1% sales tax increment within the Zone. Subject to a separate to be negotiated interlocal agreement, Guadalupe County may contribute 50% of its real property increment within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing.

Utilizing the information outlined in this feasibility study, Pettit & Ayala Consulting has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

	Real Property Tax - 2024 Rates		Participation	
	City of Seguin	0.51250000	50%	0.2562500
	Guadalupe County	0.26270000	50%	0.1313500
	Seguin ISD	1.08280000	0%	0.0000000
	Lateral Road	0.05400000	0%	0.0000000
		1.91200000		0.3876000

	Personal Property Tax		Participation	
	City of Seguin	0.51250000	0%	0.0000000
	Guadalupe County	0.26270000	0%	0.0000000
	Seguin ISD	1.08280000	0%	0.0000000
	Lateral Road	0.05400000	0%	0.0000000
		1.91200000		0.0000000

	Sales Tax		Participation	
	City of Seguin	0.01000000	50%	0.0050000
	City of Seguin PT Reduction	0.00250000	0%	0.0000000
	SEDC	0.00250000	0%	0.0000000
	Guadalupe County	0.00500000	0%	0.0000000
		0.02000000		0.00500000

Financial Feasibility Analysis - Anticipated TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION																																			
TAXABLE BASE YEAR GROWTH			3.50% DISCOUNT RATE			6.00%																													
			REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX						SALES TAX																							
City of Seguin			0.5125000	50%	0.2562500	City of Seguin			0.5125000	0%	0.0000000	City of Seguin			0.0100000	50%	0.0050000	City of Seguin			0.0100000	50%	0.0050000	City of Seguin PT Reduction			0.0025000	0%	0.0000000	City of Seguin PT Reduction			0.0025000	0%	0.0000000
Guadalupe County			0.2627000	50%	0.1313500	Guadalupe County			0.2627000	0%	0.0000000	Guadalupe County			0.0025000	0%	0.0000000	Guadalupe County			0.0025000	0%	0.0000000	Guadalupe County			0.0025000	0%	0.0000000	Guadalupe County			0.0025000	0%	0.0000000
Seguin ISD			1.0828000	0%	0.0000000	Seguin ISD			1.0828000	0%	0.0000000	Seguin ISD			0.0025000	0%	0.0000000	Seguin ISD			0.0025000	0%	0.0000000	Seguin ISD			0.0025000	0%	0.0000000	Seguin ISD			0.0025000	0%	0.0000000
Lateral Road			0.0540000	0%	0.0000000	Lateral Road			0.0540000	0%	0.0000000	Lateral Road			0.0050000	0%	0.0000000	Lateral Road			0.0050000	0%	0.0000000	Lateral Road			0.0050000	0%	0.0000000	Lateral Road			0.0050000	0%	0.0000000
			1.9120000		0.3876000				1.9120000		0.0000000				0.0200000		0.0050000				0.0200000		0.0050000				0.0200000		0.0050000				0.0200000		0.0050000
REVENUE YEAR	TAX BASE YEAR	2025	1 2026	2 2027	3 2028	4 2029	5 2030	6 2031	7 2032	8 2033	9 2034	10 2035	11 2036	12 2037	13 2038	14 2039	15 2040	16 2041	17 2042	18 2043	19 2044	20 2045	21 2046	22 2047	23 2048	24 2049	25 2050	26 2051	27 2052	28 2053	29 2054	30 2055	TOTALS		
		City of Seguin	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518		
BASE YEAR	Guadalupe County	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518			
	Seguin ISD	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518			
	Lateral Road	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518	1,078,518			
TAXABLE VALUE	City of Seguin		1,116,266	1,155,335	1,195,772	1,237,624	1,280,941	1,325,774	1,372,176	1,420,202	1,469,909	1,521,356	1,574,604	1,629,715	1,686,755	1,745,791	1,806,894	1,870,135	1,935,590	2,003,336	2,073,452	2,146,023	2,221,134	2,298,874	2,379,334	2,462,611	2,548,802	2,638,010	2,730,341	2,825,903	2,924,809	3,027,178			
	Guadalupe County		1,116,266	1,155,335	1,195,772	1,237,624	1,280,941	1,325,774	1,372,176	1,420,202	1,469,909	1,521,356	1,574,604	1,629,715	1,686,755	1,745,791	1,806,894	1,870,135	1,935,590	2,003,336	2,073,452	2,146,023	2,221,134	2,298,874	2,379,334	2,462,611	2,548,802	2,638,010	2,730,341	2,825,903	2,924,809	3,027,178			
	Seguin ISD		1,116,266	1,155,335	1,195,772	1,237,624	1,280,941	1,325,774	1,372,176	1,420,202	1,469,909	1,521,356	1,574,604	1,629,715	1,686,755	1,745,791	1,806,894	1,870,135	1,935,590	2,003,336	2,073,452	2,146,023	2,221,134	2,298,874	2,379,334	2,462,611	2,548,802	2,638,010	2,730,341	2,825,903	2,924,809	3,027,178			
	Lateral Road		1,116,266	1,155,335	1,195,772	1,237,624	1,280,941	1,325,774	1,372,176	1,420,202	1,469,909	1,521,356	1,574,604	1,629,715	1,686,755	1,745,791	1,806,894	1,870,135	1,935,590	2,003,336	2,073,452	2,146,023	2,221,134	2,298,874	2,379,334	2,462,611	2,548,802	2,638,010	2,730,341	2,825,903	2,924,809	3,027,178			
TAXABLE VALUE INCREMENT	City of Seguin		37,748	76,817	117,254	159,106	202,423	247,256	293,658	341,684	391,391	442,838	496,086	551,197	608,237	667,273	728,376	791,617	857,072	924,818	994,934	1,067,505	1,142,616	1,220,356	1,300,816	1,384,093	1,470,284	1,559,492	1,651,823	1,747,385	1,846,291	1,948,660			
	Guadalupe County		37,748	76,817	117,254	159,106	202,423	247,256	293,658	341,684	391,391	442,838	496,086	551,197	608,237	667,273	728,376	791,617	857,072	924,818	994,934	1,067,505	1,142,616	1,220,356	1,300,816	1,384,093	1,470,284	1,559,492	1,651,823	1,747,385	1,846,291	1,948,660			
	Seguin ISD		37,748	76,817	117,254	159,106	202,423	247,256	293,658	341,684	391,391	442,838	496,086	551,197	608,237	667,273	728,376	791,617	857,072	924,818	994,934	1,067,505	1,142,616	1,220,356	1,300,816	1,384,093	1,470,284	1,559,492	1,651,823	1,747,385	1,846,291	1,948,660			
	Lateral Road		37,748	76,817	117,254	159,106	202,423	247,256	293,658	341,684	391,391	442,838	496,086	551,197	608,237	667,273	728,376	791,617	857,072	924,818	994,934	1,067,505	1,142,616	1,220,356	1,300,816	1,384,093	1,470,284	1,559,492	1,651,823	1,747,385	1,846,291	1,948,660			
REVENUE A TAXABLE VALUE GROWTH	City of Seguin		97	197	300	408	519	634	752	876	1,003	1,135	1,271	1,412	1,559	1,710	1,866	2,029	2,196	2,370	2,550	2,735	2,928	3,127	3,333	3,547	3,768	3,996	4,233	4,478	4,731	4,993			
	Guadalupe County		50	101	154	209	266	325	386	449	514	582	652	724	799	876	957	1,040	1,126	1,215	1,307	1,402	1,501	1,603	1,709	1,818	1,931	2,048	2,170	2,295	2,425	2,560			
	Seguin ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	Lateral Road		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
			146	298	454	617	785	958	1,138	1,324	1,517	1,716	1,923	2,136	2,358	2,586	2,823	3,068	3,322	3,585	3,856	4,138	4,429	4,730	5,042	5,365	5,699	6,045	6,402	6,773	7,156	7,553	97,943		
REVENUE 1	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055				
	REAL PROPERTY TAX	0	0	0	149,652,900	236,200,052	379,087,353	545,207,411	603,691,170	685,276,361	726,052,534	751,464,372	777,765,625	804,987,422	833,161,982	862,322,651	892,503,944	923,741,582	956,072,538	989,535,076	1,024,168,804	1,060,014,712	1,097,115,227	1,135,514,260	1,175,257,259	1,216,391,263	1,258,964,957	1,303,028,731	1,348,634,737	1,395,836,952	1,444,691,246				
	BUSINESS PERSONAL PROPERTY	0	0	0	33,359,678	44,557,087	62,120,299	82,244,169	91,573,915	104,205,082	110,637,760	114,510,082	118,517,935	122,666,062	126,959,374	131,402,953	136,002,056	140,762,128	145,688,802	150,787,910	156,065,487	161,527,779	167,181,252	173,032,595	179,088,736	185,356,842	191,844,331	198,558,883	205,508,444	212,701,239	220,145,783				
	City of Seguin	0	0	0	383,486	605,263	971,411	1,397,094	1,546,959	1,756,021	1,860,510	1,925,627	1,993,024	2,062,780	2,134,978	2,209,702	2,287,041	2,367,088	2,449,936	2,535,684	2,624,433	2,716,288	2,811,358	2,909,755	3,011,597	3,117,003	3,226,098	3,339,011	3,455,877	3,576,832	3,702,021				
Guadalupe County	0	0	0	196,569	310,249	497,931	716,130	792,948	900,111	953,870	987,04																								

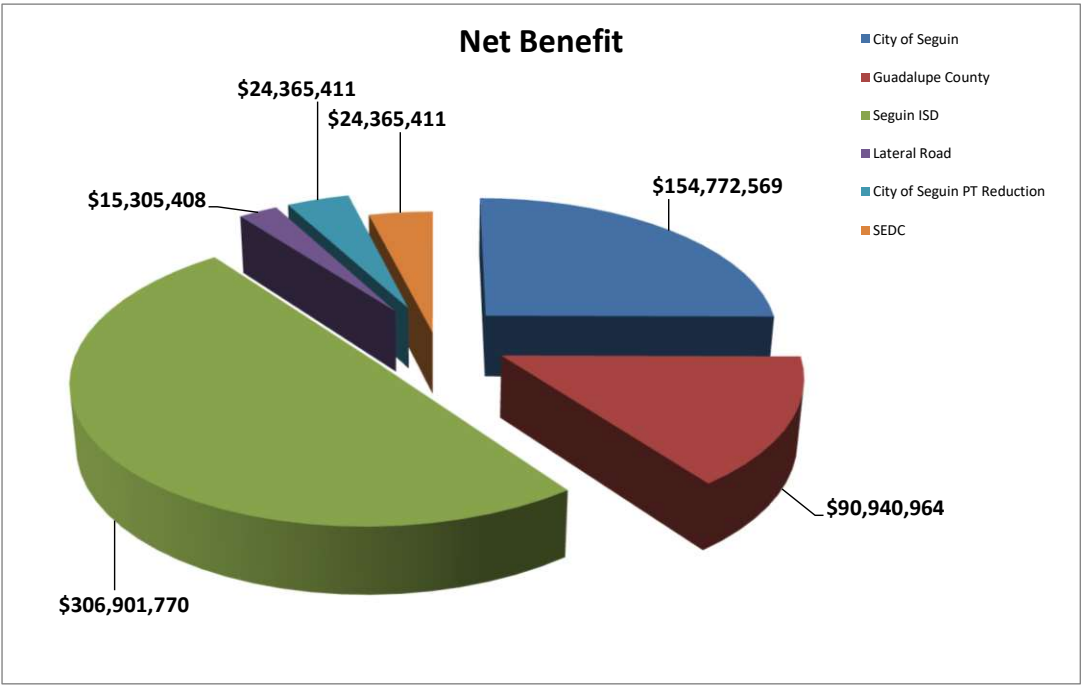
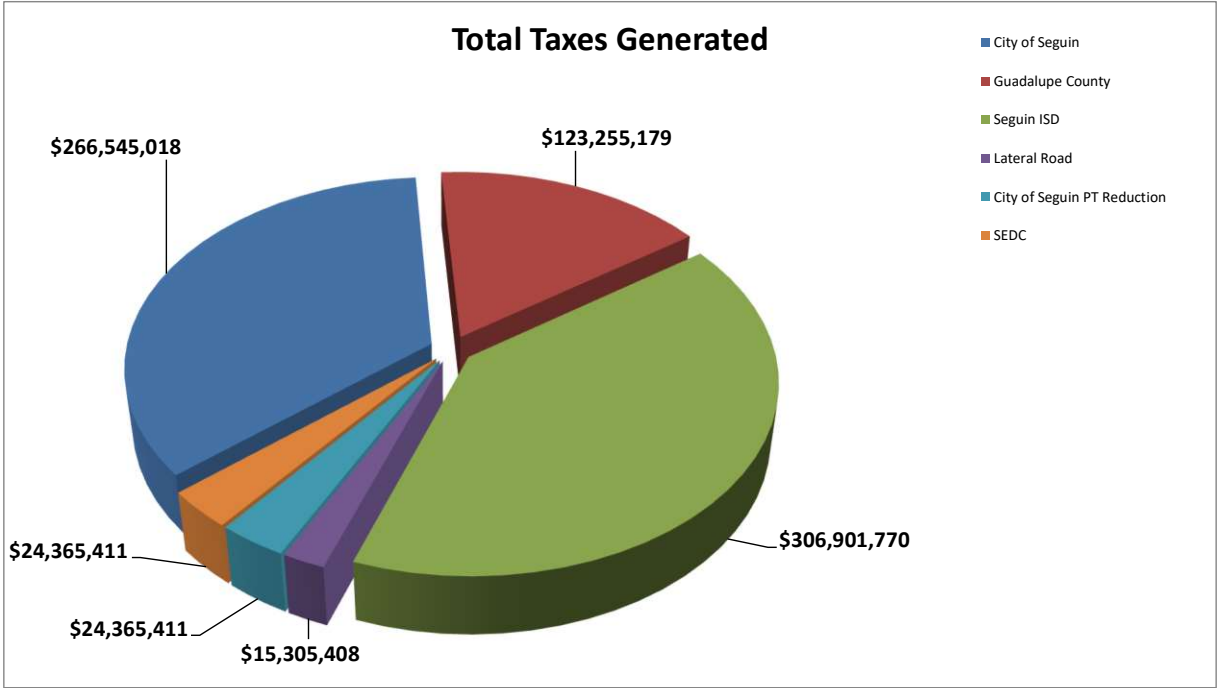
Financial Feasibility Analysis - All Revenue Generated

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION																																	
TAXABLE BASE YEAR GROWTH			3.50%			6.00%																											
DISCOUNT RATE																																	
			REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX																											
			City of Seguin	Guadalupe County	Seguin ISD	City of Seguin	Guadalupe County	Seguin ISD																									
			0.5125000	0.2627000	1.0828000	0.5125000	0.2627000	1.0828000																									
			100%	100%	100%	100%	100%	100%																									
			0.5125000	0.2627000	1.0828000	0.5125000	0.2627000	1.0828000																									
			0.0540000	0.0540000	0.0540000	0.0540000	0.0540000	0.0540000																									
			1.9120000	1.9120000	1.9120000	1.9120000	1.9120000	1.9120000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
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			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.0050000	0.0050000	0.0050000	0.0050000																									
			0.0200000	0.0200000	0.0200000	0.0200000	0.0200000	0.0200000																									
			0.0100000	0.0025000	0.0025000	0.0100000	0.0025000	0.0025000																									
			100%	100%	100%	100%	100%	100%																									
			0.0050000	0.0050000	0.																												

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Seguin	\$266,545,018	\$111,772,448	\$154,772,569
Guadalupe County	\$123,255,179	\$32,314,215	\$90,940,964
Seguin ISD	\$306,901,770	\$0	\$306,901,770
Lateral Road	\$15,305,408	\$0	\$15,305,408
City of Seguin PT Reduction	\$24,365,411	\$0	\$24,365,411
SEDC	\$24,365,411	\$0	\$24,365,411
Total	\$760,738,196	\$144,086,664	\$616,651,533

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Seguin	\$266,545,018	\$111,772,448	\$154,772,569
City of Seguin - Real Property	\$126,083,252	\$63,041,626	\$63,041,626
City of Seguin - Personal Property	\$19,305,909	\$0	\$19,305,909
City of Seguin - Sales	\$97,461,645	\$48,730,822	\$48,730,822
City of Seguin -HOT	\$23,694,211	\$0	\$23,694,211





Length of TIRZ #3 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2055 (with the final year’s tax increment to be collected by September 1, 2056).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone’s project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Acres	Legal	Owner	Estimated 2025 Taxable Value
53239	1.7000	ABS: 11 SUR: J D CLEMENTS 1.7000 AC.	A-L 97 IH 10-SH 46 LP	\$393
52990	4.6300	ABS: 11 SUR: J D CLEMENTS 4.6300 AC.	A-L 97 IH 10-SH 46 LP	\$954,000
53238	76.2000	ABS: 11 SUR: J D CLEMENTS 76.2012 AC.	A-L 97 IH 10-SH 46 LP	\$17,602
128174	127.4500	PROJECT GREEN SUBD BLOCK 1 LOT 1 127.45 AC	A-L 97 IH 10-SH 46 LP	\$29,441
128175	166.7900	PROJECT GREEN SUBD, BLOCK 1, LOT 2, ACRES 166.79	A-L 97 IH 10-SH 46 LP	\$38,528
128176	113.9000	PROJECT GREEN SUBD, BLOCK 1, PT OF LOT 3, ACRES 113.90	A-L 97 IH 10-SH 46 LP	\$26,311
129007	43.0000	PROJECT GREEN SUBD,PT OF BLOCK 1, PT OF LOT 3, ACRES 43.00	A-L 97 IH 10-SH 46 LP	\$9,933
136699	10.0000	ABS: 11 SUR: J D CLEMENTS 10.00 AC.	MONTGOMERY JOHN T ETAL	\$2,310
	544			\$1,078,518

**The 2025 base value will need to be verified by the Guadalupe Appraisal District when the final 2025 taxable values are available.*

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SEGUIN, TEXAS DECLARING A NECESSITY FOR THE ACQUISITION OF A 0.0483-ACRE RIGHT-OF-WAY AND A 0.0206-ACRE PERMANENT UTILITY EASEMENT OUT OF TWO TRACTS OF LAND, FIRST TRACT: A CALLED 45.829-ACRE TRACT OF LAND, BEING LOT 5A, REPLAT OF LOT 5, CORDOVA SUBDIVISION, ESTABLISHING LOTS 5A AND 5B, CORDOVA SUBDIVISION, RECORDED IN VOLUME 8, PAGE 675 OF THE MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS, AND DESCRIBED IN A DEED EXECUTED ON MARCH 2, 2016 TO LEVI GARCIA AND AMY GARCIA, A MARRIED COUPLE, RECORDED IN DOCUMENT 2016005113 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; SECOND TRACT: A CALLED 23.21-ACRE TRACT OF LAND, BEING LOT 5B, OF SAID REPLAT, AND DESCRIBED IN A DEED EXECUTED ON SEPTEMBER 21, 2018 TO LEVI GARCIA AND AMY GARCIA, HUSBAND AND WIFE, RECORDED IN DOCUMENT 201899022312 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, SITUATED IN THE ANTONIO MARIA ESNAURIZAR SURVEY, ABSTRACT 20, GUADALUPE COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND SHOWN IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, FOR THE PURPOSE OF THE RECONSTRUCTION, WIDENING, OPERATION, MAINTENANCE, REPAIR, AND UPGRADE OF A FOUR LANE ROADWAY WITH RAISED MEDIAN, CENTER TURN LANE, CULVERTS AT WATERWAYS, ROADSIDE DITCHES, AND DEDICATED CONCRETE MULTIUSE TRAILS FOR BICYCLE AND PEDESTRIAN USE AND RELATED APPURTENANCES ALONG CORDOVA ROAD, AND AUTHORIZING THE INSTITUTION OF CONDEMNATION PROCEEDINGS TO ACQUIRE SAID PROPERTY INTERESTS TO THE EXTENT NEGOTIATIONS ARE UNSUCCESSFUL.

WHEREAS, the City, by and through the Capital Projects and Engineering Department has determined that acquisition of a 0.0483-acre right-of-way and 0.0206-acre Permanent Utility Easement, out of two tracts of land, First Tract, a called 45.829-acre tract of land, being Lot 5A, Replat of Lot 5, Cordova Subdivision, Establishing Lots 5A and 5B, Cordova Subdivision, recorded in Volume 8, Page 675 of the Map and Plat Records of Guadalupe County, Texas described in a deed executed on March 2, 2016 to Levi Garcia and Amy Garcia, a married couple, recorded in Document 2016005113 of the Official Records of Guadalupe County, Texas; Second Tract: a called 23.21-acre tract of land, being Lot 5B, of said Replat, and described in a deed executed on September 21, 2018 to Levi Garcia and Amy Garcia, husband and wife, recorded in Document 201899022312 of the Official Public Records of Guadalupe County, Texas, situated in the Antonio Maria Esnaurizar Survey, Abstract 20, Guadalupe County, Texas. Said right-of-way and permanent easement being more particularly described by metes and bounds and shown in Exhibit "A," which is attached hereto and incorporated for all purposes. The right-of-way and easements described and depicted in said exhibit are referred to herein as the "Property."

STATE OF TEXAS

WHEREAS, acquisition of the Property is necessary to advance and achieve the public purpose of reconstruction, widening, operation, maintenance, repair, and upgrade of a four lane roadway with raised median, center turn lane, and culverts at waterways, roadside ditches, and dedicated concrete multiuse trails for bicycle and pedestrian use along Cordova Road for the Cordova Road Project (the "Project");

WHEREAS, the City, through the powers granted in the Constitution of the State of Texas, Section 51.071 of the Texas Local Government Code and Section 2.01 of the City Charter of the City of Seguin, Texas, may acquire the Property through the exercise of its eminent domain authority; and

WHEREAS, the City is unable to acquire said Property by negotiation and/or further negotiations have become futile, and therefore, the City is compelled to exercise its power of eminent domain.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, THAT:

SECTION 1. The above caption and recitals are found to be true and correct legislative and factual findings of the City Council of the City of Seguin, Texas, and they are hereby approved and incorporated herein for all purposes.

SECTION 2. It is authorized for the City, to utilize the power of eminent domain to acquire real property interests located in Guadalupe County, Texas, which are necessary to advance and achieve the public use of the Project.

SECTION 3. All acts and proceedings done or initiated by the employees, agents, and attorneys of the City for the acquisition of the Property are hereby authorized, ratified, approved, confirmed, and validated and declared to be valid in all respects as of the respective dates of such acts and proceedings, with and in regard to the grantors from whom such rights are being purchased or acquired. Such acts include, but are not limited to, establishing the amount of just compensation to be paid for the acquisition of the rights described herein based upon an independent appraisal, to negotiate for the acquisition of said property rights, to give notices, to make written offers to purchase, to enter into contracts, to retain appraisers, other experts or consultants deemed necessary for the acquisition process and, if necessary, to ask the City Attorney, or their designee, to institute and prosecute condemnation proceedings to conclusion for acquisition of the Property, and to take all other lawful action necessary and incidental to such condemnation proceedings.

SECTION 4. The determination of necessity to exercise the power of eminent domain in this matter is made according to reason and judgment with due regard and consideration of the relevant facts, circumstances, and alternatives, the knowledge of which exist at this time. Therefore, the City acting by and through its contractual eminent domain attorneys, is hereby directed and authorized to institute and prosecute to conclusion all necessary condemnation proceedings for acquisition of the Property as described herein and to acquire such interests in land as the City is unable to acquire through negotiation, and to take any other legal action

STATE OF TEXAS

necessary or incidental to such acquisition or condemnation proceedings to investigate, survey, specify, define, and secure the necessary property rights.

SECTION 5. Severability: If any provision, section, subsection, sentence, clause, or phrase of this resolution declaring the necessity for acquisition of a 0.0483-acre right-of-way tract of land and 0.0206-acre Permanent Utility Easement in the Antonio Maria Esnaurizar Survey, Abstract 20, Guadalupe County, Texas, ("Resolution"), or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Resolution shall not be affected thereby, it being the intent of the City Council of the City in adopting this Resolution that no portion hereof, or provisions, or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion hereof and all provisions of this Resolution are declared to be severable for that purpose.

PASSED AND APPROVED on the 4th day of November, 2025.

DONNA DODGEN
MAYOR

ATTEST:

Kristin Mueller, City Secretary

"EXHIBIT A"

County: Guadalupe
Road: Cordova Road (CR 108)
Project Limits: SH 46 to SH 123
RCSJ: 0915-46-052

LEGAL DESCRIPTION OF
15-FOOT WIDE PERMANENT UTILITY EASEMENT

A 0.0206 acre (899 square feet) 15-foot Wide Permanent Utility Easement on two tracts of land, First Tract: a called 45.829 acre tract of land, being Lot 5A, Replat of Lot 5, Cordova Subdivision, Establishing Lots 5A and 5B, Cordova Subdivision, recorded in Volume 8, Page 675 of the Map and Plat Records of Guadalupe County, Texas, and described in a deed executed on March 2, 2016 from William O. Wiley and wife, Shirley S. Wiley to Levi Garcia and Amy Garcia, a married couple, recorded in Document 2016005113 of the Official Public Records of Guadalupe County, Texas; Second Tract: a called 23.21 acre tract of land, being Lot 5B, of said Replat, and described in a deed executed on September 21, 2018 from Jeremy Smith, Cambra Smith and Mason Smith to Levi Garcia and Amy Garcia, husband and wife, recorded in Document 201899022312 of the Official Public Records of Guadalupe County, Texas, situated in the Antonio Maria Esnaurizar Survey, Abstract 20 of Guadalupe County, Texas. Said 0.0206 acre Easement being more fully described as follows:

COMMENCING at a found 1/2 inch iron rod at an interior corner of said Lot 5B, the northwest corner of Lot 4, Cordova Subdivision, recorded in Volume 5, Page 277B of the Map and Plat Records of Guadalupe County, Texas;

THENCE, South 00°47'23" East (called South 00°46'23" East), along and with the common line between said Lot 4 and said Lot 5B, a distance of 1,378.90 feet to the northeast corner and POINT OF BEGINNING of the herein described Easement. Said point being 95.00 feet left of and at a right angle to Cordova Road proposed alignment station 126+02.96 and having surface coordinates of N 13,779,421.40 and E 2,280,362.72;

- (1) THENCE, South 00°47'23" East, continuing along and with said common line, a distance of 15.00 feet to a found 1/2 inch iron rod with yellow cap stamped "Pape-Dawson" at the southeast corner of herein described Easement;

Revised: March 07, 2025

May 28, 2024

Parcel 3-Easement

Page 2 of 4

"EXHIBIT A"

- (2) THENCE, South 89°05'41" West, over and across said Lots 5B and 5A, a distance of 59.96 feet to a found 1/2 inch iron rod with yellow cap stamped "Pape-Dawson" on the east line of a called 50.000 acre tract of land described in a deed to HKEK, LLC, recorded in Volume 3037, Page 748 of the Official Public Records of Guadalupe County, Texas, at the southwest corner of the herein described Easement;
- (3) THENCE, North 00°48'11" West, along and with the common line between said 50.000 acre tract and said Lot 5A, a distance of 15.00 feet to the northwest corner of the herein described Easement;
- (4) THENCE, North 89°05'41" East, over and across said Lots 5A and 5B, a distance of 59.97 feet to the POINT OF BEGINNING, and containing 0.0206 acre (899 square feet) in Guadalupe County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00015.

Note: A parcel plat of even date was prepared in conjunction with this property description.

PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
2000 NW Loop 410, San Antonio, Texas, 78213
210-375-9000

REVISED: March 7, 2025 Darken Improvements
November 21, 2024 Change Easement to Permanent
June 13, 2024 Add RCSJ and removed GCAD information

DATE: May 28, 2024

JOB NO. 12775-00

DOC. ID. N:\Transpo\Civil\12775-00\dwg\PARCELS\PARCEL EASEMENTS\WORD\MB-Parcel 3-ESMT.docx



3-7-2025

NOTES:

- 1) $\frac{1}{2}$ " IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00015 APPLIED.
- 3) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

EASEMENT NOTES:

- 1) RIGHT OF WAY EASEMENT
SPRINGS HILL WATER SUPPLY CORP.
VOLUME 749, PAGE 937, OPR
(UNDEFINED GEOMETRY, APPLIES TO PARENT TRACT)
- 2) RIGHT OF WAY EASEMENT
GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.
DOCUMENT 2017018034, OPR
(UNDEFINED GEOMETRY, APPLIES TO LOT 5A)
- 3) ELECTRIC LINE EASEMENT
GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.
DOCUMENT 2016027697, OPR
(UNDEFINED GEOMETRY, APPLIES TO LOT 5B)

ANTONIO MARIA
ESNAURIZAR SURVEY
ABSTRACT 20

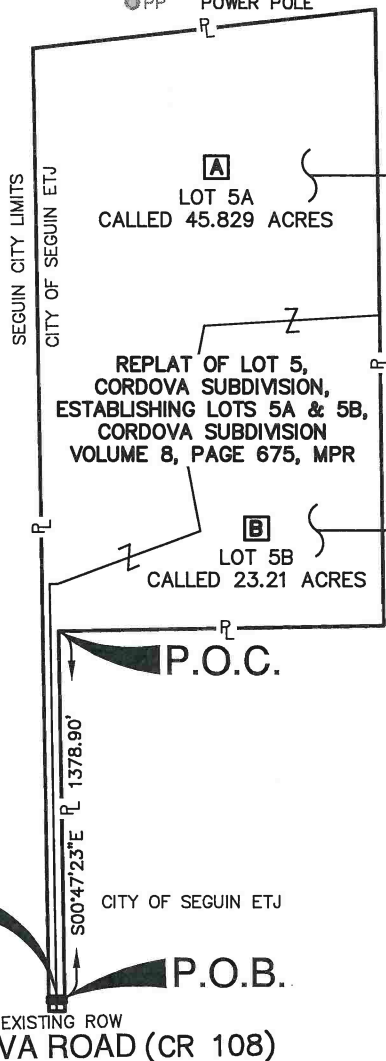
LEGEND:

N.T.S.	NOT TO SCALE
ROW	RIGHT-OF-WAY
CR	COUNTY ROAD
DR	DEED RECORDS OF GUADALUPE COUNTY, TEXAS
ETJ	EXTRATERRITORIAL JURISDICTION
MPR	MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
OPR	OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
CMP	CORRUGATED METAL PIPE
I.R.	IRON ROD

(PD) FOUND MONUMENTATION AS NOTED
 FOUND 1 1/2" IRON ROD WITH PAPE-DAWSON CAP
 SET 1 1/2" IRON ROD WITH PAPE-DAWSON CAP
 — R — PROPERTY LINE
 — — — PROPOSED EASEMENT LINE
 - - - - - ROW DEED LINE
 — OHE — OVERHEAD ELECTRIC LINE
 — PP — POWER POLE

	MAIL BOX
	SIGN
	TELEPHONE JUNCTION BOX
	TELEPHONE PEDESTAL
	WATER METER
	LAND HOOK

N.T.S.

**PARENT TRACT A**

LEVI GARCIA AND AMY
GARCIA, A MARRIED COUPLE,
FROM WILLIAM O. WILEY
AND WIFE, SHIRLEY S. WILEY
DOCUMENT 2016005113, OPR
MARCH 2, 2016

PARENT TRACT B

LEVI GARCIA AND AMY GARCIA,
HUSBAND AND WIFE,
FROM JEREMY SMITH, CAMBRA SMITH
AND MASON SMITH
DOCUMENT 201899022312, OPR
SEPTEMBER 21, 2018

**15' PERMANENT
UTILITY EASEMENT
0.0206 ACRE
(899 SQ. FT.)**



3-7-2025



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

3	03/07/25	DARKEN IMPROVEMENTS			LB
2	11/21/24	CHANGE EASEMENT TO PERMANENT			PRL
1	06/13/24	ADD RCSJ AND REMOVED GCAD INFORMATION			MLH
REV. NO.	DATE	DESCRIPTION			BY
PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
P3-ESMT	69.039	0.0206 (899)	20	N/A	

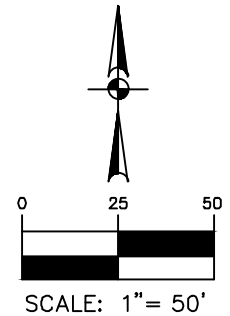
PARCEL PLAT SHOWING
PARCEL 3-15' PERMANENT UTILITY EASEMENT

COUNTY	STATE	HIGHWAY/ROAD	ORIGINAL DATE	SHEET NO.
GUADALUPE	TEXAS	CORDOVA	MAY 2024	3 OF 4

EXISTING ROW DEED LIST

- 1 CALLED 0.48 ACRE
GUADALUPE COUNTY, TEXAS
FROM RUD. ZIPP
VOLUME 196, PAGE 119, DR
FEBRUARY 7, 1941
- 2 CALLED 0.54 ACRE
GUADALUPE COUNTY, TEXAS
FROM ELENORA BLUMBERG, ET UX
VOLUME 195, PAGE 403, DR
DECEMBER 8, 1941
- 3 CALLED 0.4 ACRE
GUADALUPE COUNTY, TEXAS
FROM OSCAR STAUTZENBERGER, ET UX
VOLUME 195, PAGE 401, DR
FEBRUARY 13, 1942
- 4 15' ROW ROAD DEDICATION
REPLAT OF LOT 5, CORDOVA SUBDIVISION
VOLUME 8, PAGE 675, MPR

LOT 5A, CALLED 45.829 ACRES
REPLAT OF LOT 5, CORDOVA SUBDIVISION,
ESTABLISHING LOTS 5A & 5B,
CORDOVA SUBDIVISION
VOLUME 8, PAGE 675, MPR
LOT 5B, CALLED 23.21 ACRES



ANTONIO MARIA ESNAURIZAR SURVEY ABSTRACT 20

CALLED 50.000 ACRES
HKEK, LLC
FROM HAROLD KOHLENBERG
AND ELENORA KOHLENBERG
VOLUME 3037, PAGE 748, OPR
SEPTEMBER 6, 2011

LOT 4, CALLED 10 ACRES
CORDOVA SUBDIVISION
VOLUME 5, PAGE 277B, MPR

HOWARD N. SCALES
FROM HANK SANTOS, AKA HENRY SANTOS
AND WIFE, SHERRY K. SANTOS
VOLUME 1701, PAGE 984, OPR
APRIL 18, 2002

EASEMENT AGREEMENT
FOR RECIPROCAL ACCESS
DOCUMENT 2016004660, OPR

15' ELECTRIC EASEMENT
GUADALUPE VALLEY
ELECTRIC COOPERATIVE, INC.
VOLUME 8, PAGE 675, MPR

LOT 5A
LEVI GARCIA AND AMY GARCIA,
A MARRIED COUPLE,
FROM WILLIAM O. WILEY
AND WIFE, SHIRLEY S. WILEY
DOCUMENT 2016005113, OPR
MARCH 2, 2016

10' ELECTRIC EASEMENT
VOLUME 5, PAGE 277B, MPR

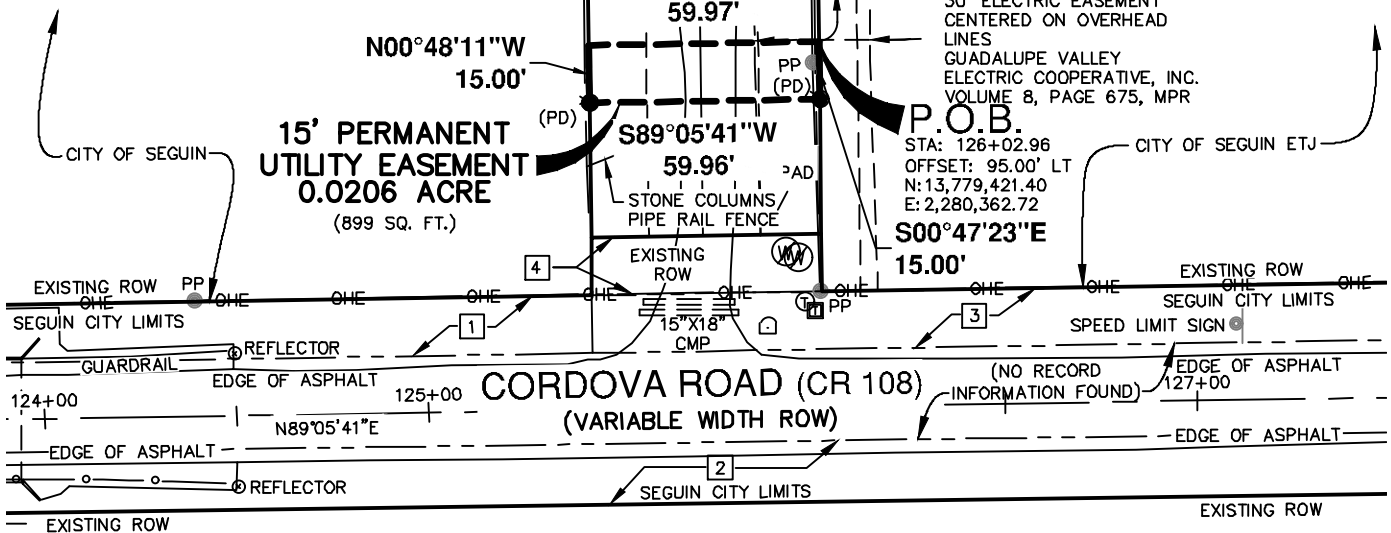
15' ELECTRIC EASEMENT
GUADALUPE VALLEY
ELECTRIC COOPERATIVE, INC.
VOLUME 8, PAGE 675, MPR

LOT 5B,
LEVI GARCIA AND AMY GARCIA,
HUSBAND AND WIFE,
FROM JEREMY SMITH, CAMBRA SMITH
AND MASON SMITH
DOCUMENT 201899022312, OPR
SEPTEMBER 21, 2018

30' ELECTRIC EASEMENT
CENTERED ON OVERHEAD
LINES
GUADALUPE VALLEY
ELECTRIC COOPERATIVE, INC.
VOLUME 8, PAGE 675, MPR

15' PERMANENT
UTILITY EASEMENT
0.0206 ACRE
(899 SQ. FT.)

P.O.B.
STA: 126+02.96
OFFSET: 95.00' LT
N: 13,779,421.40
E: 2,280,362.72
S00°47'23"E
15.00'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.8000
TBPE FIRM REGISTRATION #4470 | TBPLS FIRM REGISTRATION #10028800

PARCEL PLAT SHOWING PARCEL 3-15' PERMANENT UTILITY EASEMENT

COUNTY	STATE	HIGHWAY/ROAD	ORIGINAL DATE	SHEET NO.
GUADALUPE	TEXAS	CORDOVA	MAY 2024	4 OF 4

"EXHIBIT A"

County: Guadalupe
Road: Cordova Road (CR 108)
Project Limits: SH 46 to SH 123
RCSJ: 0915-46-052

PROPERTY DESCRIPTION FOR PARCEL 3

A 0.0483 acre (2,106 square feet) tract of land out of two tracts of land, First Tract: a called 45.829 acre tract of land, being Lot 5A, Replat of Lot 5, Cordova Subdivision, Establishing Lots 5A and 5B, Cordova Subdivision, recorded in Volume 8, Page 675 of the Map and Plat Records of Guadalupe County, Texas, and described in a deed executed on March 2, 2016 from William O. Wiley and wife, Shirley S. Wiley to Levi Garcia and Amy Garcia, a married couple, recorded in Document 2016005113 of the Official Public Records of Guadalupe County, Texas; Second Tract: a called 23.21 acre tract of land, being Lot 5B, of said Replat, and described in a deed executed on September 21, 2018 from Jeremy Smith, Cambra Smith and Mason Smith to Levi Garcia and Amy Garcia, husband and wife, recorded in Document 201899022312 of the Official Public Records of Guadalupe County, Texas, situated in the Antonio Maria Esnaurizar Survey, Abstract 20 of Guadalupe County, Texas. Said 0.0483 acre tract being more fully described as follows:

COMMENCING at a found 1/2 inch iron rod at an interior corner of said Lot 5B, the northwest corner of Lot 4, Cordova Subdivision, recorded in Volume 5, Page 277B of the Map and Plat Records of Guadalupe County, Texas;

THENCE, South 00°47'23" East (called South 00°46'23" East), along and with the common line between said Lot 4 and said Lot 5B, a distance of 1,393.90 feet to a set 1/2 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed north right-of-way line of Cordova Road (County Road 108), at the northeast corner and POINT OF BEGINNING of the herein described Parcel 3. Said point being 80.00 feet left of and at a right angle to Cordova Road proposed alignment station 126+02.93 and having surface coordinates of N 13,779,406.40 and E 2,280,362.93;

- (1) THENCE, South 00°47'23" East, continuing along and with said common line, a distance of 35.11 feet to a set 1/2 inch iron rod with yellow cap stamped "Pape-Dawson" on the existing north right-of-way line of Cordova Road (County Road 108, a variable width right-of-way) as widened by a 15 foot wide right-of-way road dedication, shown on said Replat, at the southeast corner of said Lot 5B and the herein described Parcel 3;

Revised: March 07, 2025

October 6, 2023

Parcel 3

Page 2 of 4

"EXHIBIT A"

- (2) THENCE, South 89°04'21" West, along and with the south lines of said Lots 5B and 5A, and the existing north right-of-way line of said Cordova Road, a distance of 59.95 feet to a set 1/2 inch iron rod with yellow cap stamped "Pape-Dawson" on the east line of a called 50.000 acre tract of land described in a deed to HKEK, LLC, recorded in Volume 3037, Page 748 of the Official Public Records of Guadalupe County, Texas, at the southwest corner of said Lot 5A and the herein described Parcel 3;
- (3) THENCE, North 00°48'11" West, departing the existing north right-of-way line of said Cordova Road, along and with the common line between said 50.000 acre tract and said Lot 5A, a distance of 35.13 feet to a set 1/2 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed north right-of-way line of Cordova Road (County Road 108), at the northwest corner of the herein described Parcel 3. Said point being 80.00 feet left of and at a right angle to Cordova Road proposed alignment station 125+42.96;
- (4) THENCE, North 89°05'41" East, along and with the proposed north right-of-way line of Cordova Road (County Road 108), over and across said Lots 5A and 5B, a distance of 59.96 feet to the POINT OF BEGINNING, and containing 0.0483 acre (2,106 square feet) in Guadalupe County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00015.

Note: A parcel plat of even date was prepared in conjunction with this property description.

PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
2000 NW Loop 410, San Antonio, Texas, 78213
210-375-9000

DATE: October 6, 2023

REVISED: March 7, 2025 Darken improvements
June 10, 2024 Removed GCAD information
June 4, 2024 Add RCJS to Property Description

JOB NO. 12775-00

DOC. ID. N:\Transpo\Civil\12775-00\dwg\PARCELS\WORD\MB-Parcel 3.docx



3-7-2025

NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED 'PAPE-DAWSON' SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00015 APPLIED.
- 3) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

EASEMENT NOTES:

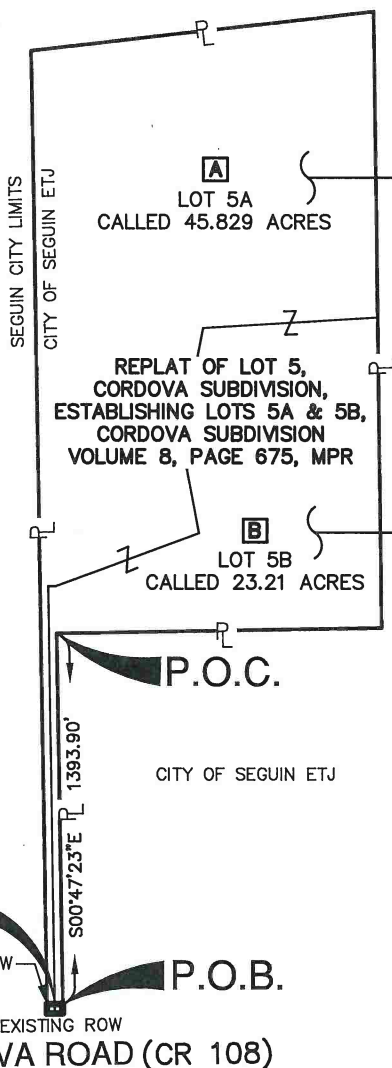
- 1) RIGHT OF WAY EASEMENT
SPRINGS HILL WATER SUPPLY CORP.
VOLUME 749, PAGE 937, OPR
(UNDEFINED GEOMETRY, APPLIES TO PARENT TRACT)
- 2) RIGHT OF WAY EASEMENT
GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.
DOCUMENT 2017018034, OPR
(UNDEFINED GEOMETRY, APPLIES TO LOT 5A)
- 3) ELECTRIC LINE EASEMENT
GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.
DOCUMENT 2016027697, OPR
(UNDEFINED GEOMETRY, APPLIES TO LOT 5B)

LEGEND:

N.T.S.	NOT TO SCALE
ROW	RIGHT-OF-WAY
CR	COUNTY ROAD
DR	DEED RECORDS OF GUADALUPE COUNTY, TEXAS
ETJ	EXTRATERRITORIAL JURISDICTION
GCAD	GUADALUPE COUNTY APPRAISAL DISTRICT PARCEL ID
MPR	MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
OPR	OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
CMP	CORRUGATED METAL PIPE
I.R.	IRON ROD
●	FOUND MONUMENTATION AS NOTED
○	SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
—	PARCEL BOUNDARY LINE
—	PROPERTY LINE
---	ROW DEED LINE
—O—	OVERHEAD ELECTRIC LINE
—PP—	POWER POLE
□	MAIL BOX
⊕	SIGN
⊕	TELEPHONE JUNCTION BOX
⊕	TELEPHONE PEDESTAL
⊕	WATER METER
⊕	LAND HOOK

N.T.S.

• CITY OF SEGUIN



PARENT TRACT [A]
LEVI GARCIA AND AMY GARCIA, A MARRIED COUPLE, FROM WILLIAM O. WILEY AND WIFE, SHIRLEY S. WILEY DOCUMENT 2016005113, OPR MARCH 2, 2016

PARENT TRACT [B]
LEVI GARCIA AND AMY GARCIA, HUSBAND AND WIFE, FROM JEREMY SMITH, CAMBRA SMITH AND MASON SMITH DOCUMENT 201899022312, OPR SEPTEMBER 21, 2018

0.0483 ACRE
(2,106 SQ. FT.)

PROPOSED ROW
EXISTING ROW
CORDOVA ROAD (CR 108)



3-7-2025



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

3	3/07/25	DARKEN IMPROVEMENTS			LB
2	6/10/24	REMOVED GCAD INFORMATION			MLH
1	6/4/24	ADD RCSJ TO PROPERTY DESCRIPTION			MLH
REV. NO.	DATE	DESCRIPTION			BY
PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ.FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
3	69.039	0.0483 (2,106)	20	N/A	68.991 LT

PARCEL PLAT SHOWING
PARCEL 3

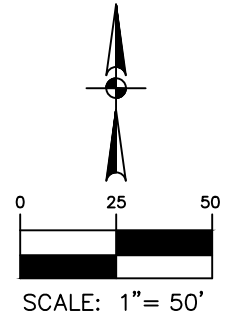
COUNTY	STATE	HIGHWAY/ROAD	ORIGINAL DATE	SHEET NO.
GUADALUPE	TEXAS	CORDOVA	OCTOBER 2023	3 OF 4

EXISTING ROW DEED LIST

- 1 CALLED 0.48 ACRE
GUADALUPE COUNTY, TEXAS
FROM RUD. ZIPP
VOLUME 196, PAGE 119, DR
FEBRUARY 7, 1941
- 2 CALLED 0.54 ACRE
GUADALUPE COUNTY, TEXAS
FROM ELENORA BLUMBERG, ET UX
VOLUME 195, PAGE 403, DR
DECEMBER 8, 1941
- 3 CALLED 0.4 ACRE
GUADALUPE COUNTY, TEXAS
FROM OSCAR STAUTZENBERGER, ET UX
VOLUME 195, PAGE 401, DR
FEBRUARY 13, 1942
- 4 15' ROW ROAD DEDICATION
REPLAT OF LOT 5, CORDOVA SUBDIVISION
VOLUME 8, PAGE 675, MPR

LOT 5A, CALLED 45.829 ACRES
REPLAT OF LOT 5, CORDOVA SUBDIVISION,
ESTABLISHING LOTS 5A & 5B,
CORDOVA SUBDIVISION
VOLUME 8, PAGE 675, MPR
LOT 5B, CALLED 23.21 ACRES

ANTONIO MARIA ESNAURIZAR SURVEY ABSTRACT 20



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°47'23"E	35.11'
L2	S89°04'21"W	59.95'
L3	N00°48'11"W	35.13'
L4	N89°05'41"E	59.96'

CALLED 50,000 ACRES
HKEK, LLC
FROM HAROLD KOHLENBERG
AND ELENORA KOHLENBERG
VOLUME 3037, PAGE 748, OPR
SEPTEMBER 6, 2011

LOT 4, CALLED 10 ACRES
CORDOVA SUBDIVISION
VOLUME 5, PAGE 277B, MPR

HOWARD N. SCALES
FROM HANK SANTOS, AKA HENRY SANTOS
AND WIFE, SHERRY K. SANTOS
VOLUME 1701, PAGE 984, OPR
APRIL 18, 2002

EASEMENT AGREEMENT
FOR RECIPROCAL ACCESS
DOCUMENT 2016004660, OPR

15' ELECTRIC EASEMENT
GUADALUPE VALLEY
ELECTRIC COOPERATIVE, INC.
VOLUME 8, PAGE 675, MPR

LOT 5A
LEVI GARCIA AND AMY GARCIA,
A MARRIED COUPLE,
FROM WILLIAM O. WILEY
AND WIFE, SHIRLEY S. WILEY
DOCUMENT 2016005113, OPR
MARCH 2, 2016

10' ELECTRIC EASEMENT
VOLUME 5, PAGE 277B, MPR

15' ELECTRIC EASEMENT
GUADALUPE VALLEY
ELECTRIC COOPERATIVE, INC.
VOLUME 8, PAGE 675, MPR

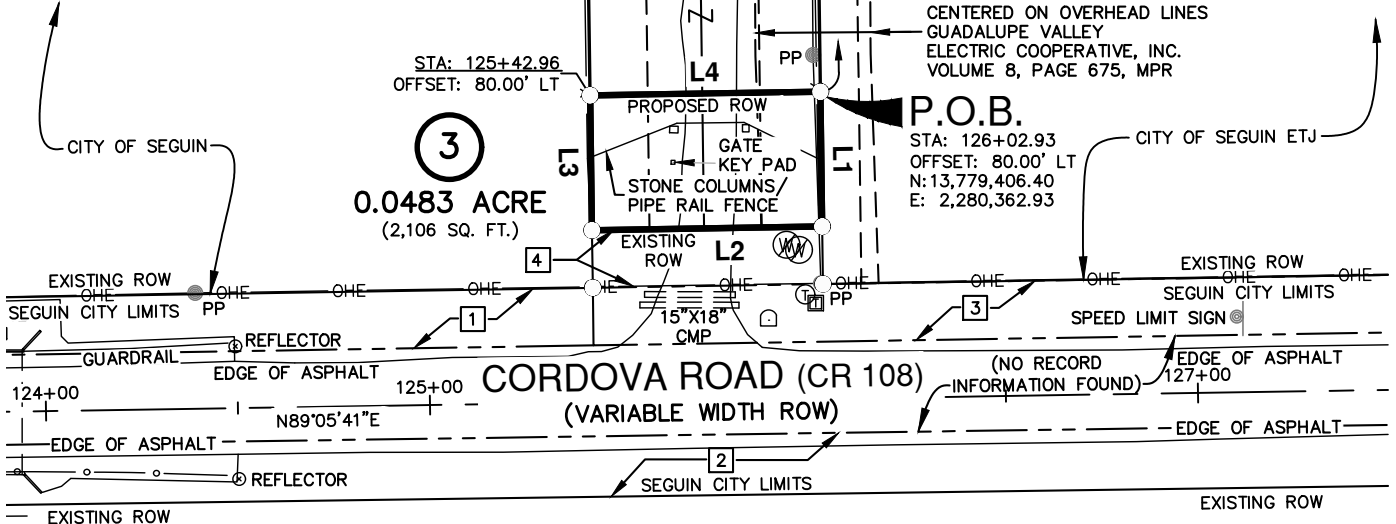
LOT 5B,
LEVI GARCIA AND AMY GARCIA,
HUSBAND AND WIFE,
FROM JEREMY SMITH, CAMBRA SMITH
AND MASON SMITH
DOCUMENT 201899022312, OPR
SEPTEMBER 21, 2018

30' ELECTRIC EASEMENT
CENTERED ON OVERHEAD LINES
GUADALUPE VALLEY
ELECTRIC COOPERATIVE, INC.
VOLUME 8, PAGE 675, MPR

STA: 125+42.96
OFFSET: 80.00' LT

3
0.0483 ACRE
(2,106 SQ. FT.)

P.O.B.
STA: 126+02.93
OFFSET: 80.00' LT
N: 13,779,406.40
E: 2,280,362.93



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

PARCEL PLAT SHOWING **PARCEL 3**

COUNTY	STATE	HIGHWAY/ROAD	ORIGINAL DATE	SHEET NO.
GUADALUPE	TEXAS	CORDOVA	OCTOBER 2023	4 OF 4

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SEGUIN, TEXAS DECLARING A NECESSITY FOR THE ACQUISITION OF A 1.060-ACRE RIGHT-OF-WAY AND A 0.3192-ACRE PERMANENT UTILITY EASEMENT OUT OF FOUR TRACTS OF LAND, FIRST AND SECOND TRACTS: EACH A CALLED 9.9996-ACRE TRACT OF LAND, BEING LOTS 2 AND 3, CORDOVA SUBDIVISION, RECORDED IN VOLUME 5, PAGE 277B OF THE MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS, DESCRIBED IN A DEED EXECUTED ON JUNE 3, 2016, TO RICHARD MOYA, JR., RECORDED IN DOCUMENT 2016016128 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; THIRD TRACT: A CALLED 7.8342-ACRE TRACT OF LAND, BEING LOT 1 OF SAID CORDOVA SUBDIVISION, DESCRIBED IN A DEED EXECUTED ON JUNE 3, 2016, TO RICHARD MOYA, JR., RECORDED IN DOCUMENT 2016016129 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; FOURTH TRACT: A CALLED 3.000-ACRE TRACT OF LAND DESCRIBED IN A DEED EXECUTED ON JANUARY 11, 2016 TO RICHARD MOYA, RECORDED IN DOCUMENT 2016000710 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, SITUATED IN THE ANTONIO MARIA ESNAURIZAR SURVEY, ABSTRACT 20 OF GUADALUPE COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND SHOWN IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, FOR THE PURPOSE OF THE RECONSTRUCTION, WIDENING, OPERATION, MAINTENANCE, REPAIR, AND UPGRADE OF A FOUR LANE ROADWAY WITH RAISED MEDIAN, CENTER TURN LANE, CULVERTS AT WATERWAYS, ROADSIDE DITCHES, AND DEDICATED CONCRETE MULTIUSE TRAILS FOR BICYCLE AND PEDESTRIAN USE AND RELATED APPURTENANCES ALONG CORDOVA ROAD, AND AUTHORIZING THE INSTITUTION OF CONDEMNATION PROCEEDINGS TO ACQUIRE SAID PROPERTY INTERESTS TO THE EXTENT NEGOTIATIONS ARE UNSUCCESSFUL.

WHEREAS, the City, by and through the Capital Projects and Engineering Department has determined that acquisition of a 1.060-acre right-of-way and 0.3192-acre Permanent Utility Easement, out of four tracts of land, First and Second Tracts: each a called 9.9996-acre tract of land, being Lots 2 and 3, Cordova Subdivision, recorded in Volume 5, Page 277B of the Map and Plat Records of Guadalupe County, Texas, described in a deed executed on June 3, 2016, to Richard Moya, Jr. recorded in Document 2016016128 of the Official Public Records of Guadalupe County, Texas; Third Tract: a called 7.8342-acre tract of land, being Lot 1 of said Cordova Subdivision, described in a deed executed on June 3, 2016, to Richard Moya Jr., recorded in Document 2016016129 of the Official Public Records of Guadalupe County, Texas; Fourth Tract: a called 3.000-acre tract of land described in a deed executed on January 11, 2016 to Richard Moya, recorded in Document 2016000710 of the Official Public Records of Guadalupe County, Texas, situated in the Antonio Maria Esnaurizar Survey, Abstract 20, Guadalupe County, Texas. Said right-of-way and permanent easement being more particularly described by metes and bounds and shown in Exhibit "A," which is attached hereto and incorporated for all purposes. The right-of-way and easements described and depicted in said exhibit are referred to herein as the "Property."

STATE OF TEXAS

WHEREAS, acquisition of the Property is necessary to advance and achieve the public purpose of reconstruction, widening, operation, maintenance, repair, and upgrade of a four lane roadway with raised median, center turn lane, and culverts at waterways, roadside ditches, and dedicated concrete multiuse trails for bicycle and pedestrian use along Cordova Road for the Cordova Road Project (the "Project");

WHEREAS, the City, through the powers granted in the Constitution of the State of Texas, Section 51.071 of the Texas Local Government Code and Section 2.01 of the City Charter of the City of Seguin, Texas, may acquire the Property through the exercise of its eminent domain authority; and

WHEREAS, the City is unable to acquire said Property by negotiation and/or further negotiations have become futile, and therefore, the City is compelled to exercise its power of eminent domain.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, THAT:

SECTION 1. The above caption and recitals are found to be true and correct legislative and factual findings of the City Council of the City of Seguin, Texas, and they are hereby approved and incorporated herein for all purposes.

SECTION 2. It is authorized for the City, to utilize the power of eminent domain to acquire real property interests located in Guadalupe County, Texas, which are necessary to advance and achieve the public use of the Project.

SECTION 3. All acts and proceedings done or initiated by the employees, agents, and attorneys of the City for the acquisition of the Property are hereby authorized, ratified, approved, confirmed, and validated and declared to be valid in all respects as of the respective dates of such acts and proceedings, with and in regard to the grantors from whom such rights are being purchased or acquired. Such acts include, but are not limited to, establishing the amount of just compensation to be paid for the acquisition of the rights described herein based upon an independent appraisal, to negotiate for the acquisition of said property rights, to give notices, to make written offers to purchase, to enter into contracts, to retain appraisers, other experts or consultants deemed necessary for the acquisition process and, if necessary, to ask the City Attorney, or their designee, to institute and prosecute condemnation proceedings to conclusion for acquisition of the Property, and to take all other lawful action necessary and incidental to such condemnation proceedings.

SECTION 4. The determination of necessity to exercise the power of eminent domain in this matter is made according to reason and judgment with due regard and consideration of the relevant facts, circumstances, and alternatives, the knowledge of which exist at this time. Therefore, the City acting by and through its contractual eminent domain attorneys, is hereby directed and authorized to institute and prosecute to conclusion all necessary condemnation proceedings for acquisition of the Property as described herein and to acquire such interests in land as the City is unable to acquire through negotiation, and to take any other legal action

STATE OF TEXAS

necessary or incidental to such acquisition or condemnation proceedings to investigate, survey, specify, define, and secure the necessary property rights.

SECTION 5. Severability: If any provision, section, subsection, sentence, clause, or phrase of this resolution declaring the necessity for acquisition of a 1.060-acre right-of-way tract of land and 0.3192-acre Permanent Utility Easement in the Antonio Maria Esnaurizar Survey, Abstract 20, Guadalupe County, Texas, ("Resolution"), or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Resolution shall not be affected thereby, it being the intent of the City Council of the City in adopting this Resolution that no portion hereof, or provisions, or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion hereof and all provisions of this Resolution are declared to be severable for that purpose.

PASSED AND APPROVED on the 4th day of November, 2025.

DONNA DODGEN
MAYOR

ATTEST:

Kristin Mueller, City Secretary

"EXHIBIT A"

County: Guadalupe
Road: Cordova Road (CR 108)
Project Limits: SH 46 to SH 123
RCSJ: 0915-46-052

LEGAL DESCRIPTION OF
15-FOOT WIDE PERMANENT UTILITY EASEMENT

A 0.3192 acre (13,906 square feet) 15-foot Wide Permanent Utility Easement on four tracts of land, First and Second Tracts: each called a 9.9996 acre tract of land, being Lots 2 and 3, Cordova Subdivision, recorded in Volume 5, Page 277B of the Map and Plat Records of Guadalupe County, Texas, described in a deed executed on June 3, 2016, from Judy Ponce Moya to Richard Moya, Jr., recorded in Document 2016016128 of the Official Public Records of Guadalupe County, Texas; Third Tract: a called 7.8342 acre tract of land, being Lot 1 of said Cordova Subdivision, described in a deed executed on June 3, 2016, from Judy Ponce Moya to Richard Moya, Jr., recorded in Document 2016016129 of the Official Public Records of Guadalupe County, Texas; Fourth Tract: a called 3.000 acre tract of land described in a deed executed on January 11, 2016 from John Koen and Teresa Koen, a married couple, to Richard Moya, recorded in Document 2016000710 of the Official Public Records of Guadalupe County, Texas, situated in the Antonio Maria Esnaurizar Survey, Abstract 20 of Guadalupe County, Texas. Said 0.3192 acre Easement being more fully described as follows:

COMMENCING at a found iron rod with plastic cap stamped "TRI COUNTY" on a south line of Lot 5B, Replat of Lot 5, Cordova Subdivision, Establishing Lots 5A and 5B, Cordova Subdivision, recorded in Volume 8, Page 675 of the Map and Plat Records of Guadalupe County, Texas, at the northwest corner of said Lot 3, the northeast corner of Lot 4, said Cordova Subdivision;

THENCE, South 00°47'45" East (called North 01°07'00" East), along and with the common line between said Lot 3 and said Lot 4, a distance of 1,379.20 feet to the northwest corner and POINT OF BEGINNING of the herein described Easement. Said point being 95.00 feet left of and at a right angle to Cordova Road proposed alignment station 129+04.32 and having surface coordinates of N 13,779,426.17 and E 2,280,664.05;

- (1) THENCE, North 89°05'41" East, over and across said Lot 3, Lot 2, Lot 1 and said 3.000 acre tract, a distance of 927.08 feet to a calculated point on the east line of said 3.000 acre tract, the west line of a called 48.001 acre tract of land described in a deed to Dirtboys, Inc., recorded in Document 202199015674 of the Official Public Records of Guadalupe County, Texas, at the northeast corner of the herein described Easement;

Revised: November 21, 2024

May 28, 2024

Parcel 7-Easement

Page 2 of 6

"EXHIBIT A"

- (2) THENCE, South 00°38'23" East, along and with the common line between said 3.000 acre tract and said 48.001 acre tract, a distance of 15.00 feet to a found 1/2 inch iron rod with yellow cap stamped "Pape-Dawson", said point being 80.00 feet left of and at a right angle to Cordova Road proposed alignment station 138+31.33;
- (3) THENCE, South 89°05'41" West, over and across said 3.000 acre tract, Lot 1, Lot 2 and Lot 3, a distance of 927.04 feet to a found 1/2 inch iron rod with yellow cap stamped "Pape-Dawson" on the east line of said Lot 4, the west line of said Lot 3, at the southwest corner of the herein described Easement;
- (4) THENCE, North 00°47'45" West, along and with the common line between said Lot 3 and said Lot 4, a distance of 15.00 feet to the POINT OF BEGINNING, and containing 0.3192 acre (13,906 square feet) in Guadalupe County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00015.

Note: A parcel plat of even date was prepared in conjunction with this property description.

PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
2000 NW Loop 410, San Antonio, Texas, 78213
210-375-9000

REVISED: November 21, 2024 Changed Easement to Permanent
June 13, 2024 Added RCSJ and removed GCAD information

DATE: May 28, 2024

JOB NO. 12775-00

DOC. ID. N:\Transpo\Civil\12775-00\dwg\PARCELS\PARCEL EASEMENTS\WORD\MB-Parcel 7-ESMT.docx



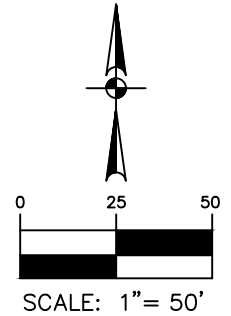
[Signature]
11/21/2024

COUNTY	STATE	HIGHWAY/ROAD	ORIGINAL DATE	SHEET NO.
GUADALUPE	TEXAS	CORDOVA	MAY 2024	3 OF 6

LOT 5B, CALLED 23.21 ACRES
REPLAT OF LOT 5, ESTABLISHING
LOTS 5A & 5B
CORDOVA SUBDIVISION
VOLUME 8, PAGE 675, MPR

EXISTING ROW DEED LIST

- 1 CALLED 0.4 ACRE
GUADALUPE COUNTY, TEXAS
FROM OSCAR STAUTZENBERGER, ET UX
VOLUME 195, PAGE 401, DR
FEBRUARY 13, 1942
- 2 CALLED 0.54 ACRE
GUADALUPE COUNTY, TEXAS
FROM ELEANORA BLUMBERG, ET VIR
VOLUME 195, PAGE 403, DR
DECEMBER 8, 1941



P.O.C.
FD. I.R.
(TRI COUNTY)

S00°47'45"E 1379.20'
(CALLED N01°07'00"E)

ANTONIO MARIA ESNAURIZAR SURVEY
ABSTRACT 20

LOT 4, CALLED 10.000 ACRES
CORDOVA SUBDIVISION
VOLUME 5, PAGE 277B, MPR

HOWARD N. SCALES
FROM HANK SANTOS,
AKA HENRY SANTOS
AND WIFE, SHERRY K. SANTOS
VOLUME 1701, PAGE 984, OPR
APRIL 18, 2002 5'

LOT 3, CALLED 9.9996 ACRES
CORDOVA SUBDIVISION
VOLUME 5, PAGE 277B, MPR

LOTS 2 & 3
RICHARD MOYA, JR.
FROM JUDY PONCE MOYA
DOCUMENT 2016016128, OPR
JUNE 3, 2016

10' ELECTRIC EASEMENT
VOLUME 5, PAGE 277B, MPR

P.O.B.

STA: 129+04.32
OFFSET: 95.00' LT
N: 13,779,426.17
E: 2,280,664.05

N89°05'41"E 927.08'

15' PERMANENT
UTILITY EASEMENT
0.3192 ACRE
(13,906 SQ. FT.)

N00°47'45"W
15.00'
(PD)

GRAVEL DRIVEWAY

SPRING HILL
WATER LINE
SIGN

CITY OF SEGUIN ETJ

EXISTING ROW

SEGUIN CITY LIMITS

EDGE OF ASPHALT

129+00

(NO RECORD
INFORMATION FOUND)
N89°05'41"E

CORDOVA ROAD (CR 108)
(VARIABLE WIDTH ROW)

131+00

EDGE OF ASPHALT

SEGUIN CITY LIMITS

EXISTING ROW

SEGUIN CITY LIMITS

EXISTING ROW



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

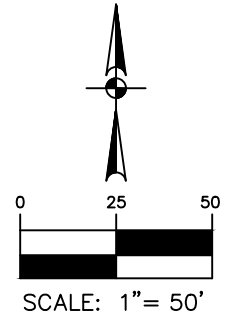
PARCEL PLAT SHOWING
PARCEL 7-15' PERMANENT UTILITY EASEMENT

COUNTY	STATE	HIGHWAY/ROAD	ORIGINAL DATE	SHEET NO.
GUADALUPE	TEXAS	CORDOVA	MAY 2024	4 OF 6

SHEET 5 OF 6

EXISTING ROW DEED LIST

- 1 CALLED 0.4 ACRE
GUADALUPE COUNTY, TEXAS
FROM OSCAR STAUTZENBERGER, ET UX
VOLUME 195, PAGE 401, DR
FEBRUARY 13, 1942
- 2 CALLED 0.54 ACRE
GUADALUPE COUNTY, TEXAS
FROM ELEANORA BLUMBERG, ET VIR
VOLUME 195, PAGE 403, DR
DECEMBER 8, 1941



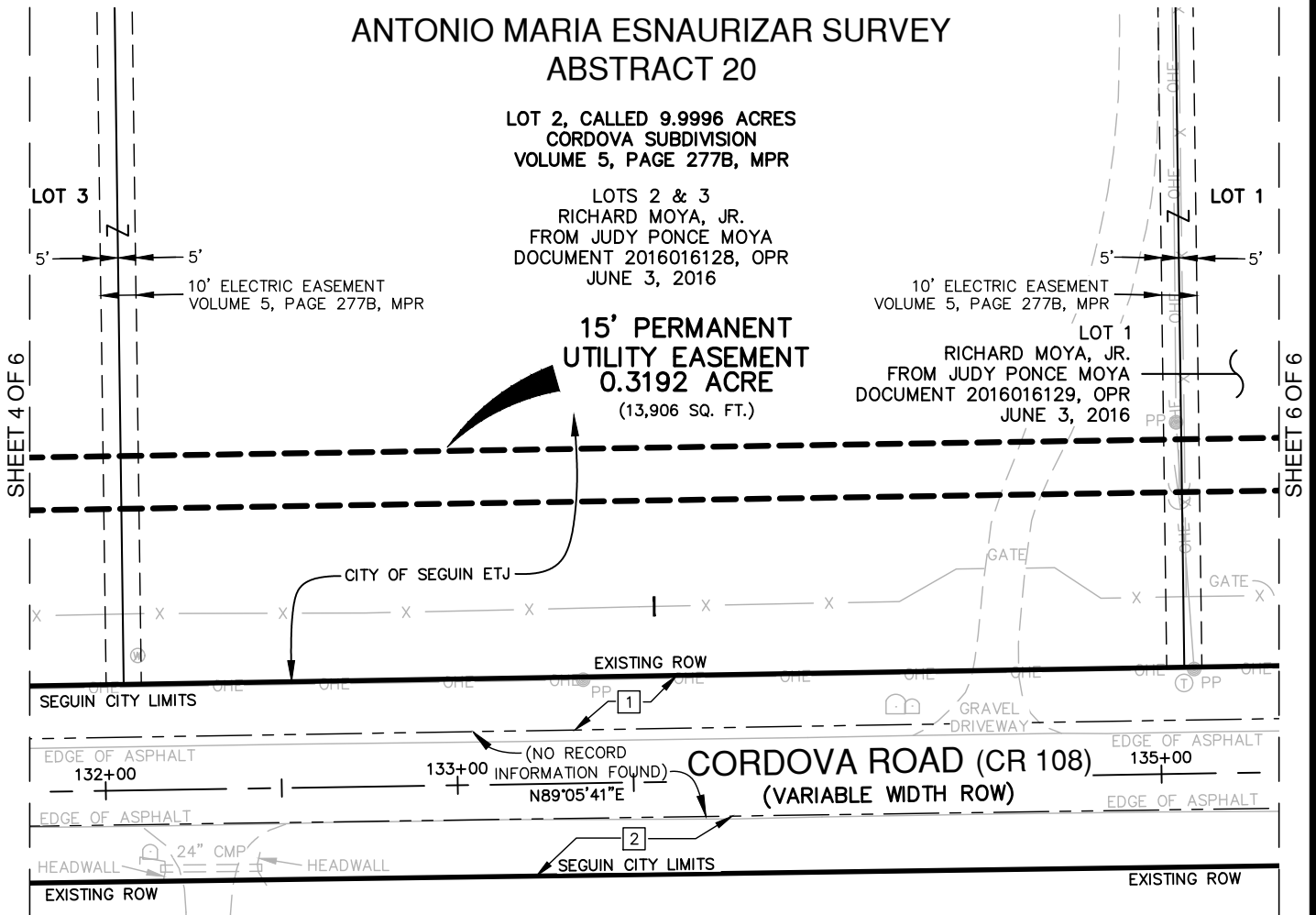
ANTONIO MARIA ESNAURIZAR SURVEY
ABSTRACT 20

LOT 2, CALLED 9.9996 ACRES
CORDOVA SUBDIVISION
VOLUME 5, PAGE 277B, MPR

LOTS 2 & 3
RICHARD MOYA, JR.
FROM JUDY PONCE MOYA
DOCUMENT 2016016128, OPR
JUNE 3, 2016

15' PERMANENT
UTILITY EASEMENT
0.3192 ACRE
(13,906 SQ. FT.)

LOT 1
RICHARD MOYA, JR.
FROM JUDY PONCE MOYA
DOCUMENT 2016016129, OPR
JUNE 3, 2016



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

PARCEL PLAT SHOWING
PARCEL 7-15' PERMANENT UTILITY EASEMENT

COUNTY	STATE	HIGHWAY/ROAD	ORIGINAL DATE	SHEET NO.
GUADALUPE	TEXAS	CORDOVA	MAY 2024	5 OF 6

"EXHIBIT A"

County: Guadalupe
Road: Cordova Road (CR 108)
Project Limits: SH 46 to SH 123
RCSJ: 0915-46-052

PROPERTY DESCRIPTION FOR PARCEL 7

A 1.060 acre (46,174 square feet) tract of land out of four tracts of land, First and Second Tracts: each called a 9.9996 acre tract of land, being Lots 2 and 3, Cordova Subdivision, recorded in Volume 5, Page 277B of the Map and Plat Records of Guadalupe County, Texas, described in a deed executed on June 3, 2016, from Judy Ponce Moya to Richard Moya, Jr., recorded in Document 2016016128 of the Official Public Records of Guadalupe County, Texas; Third Tract: a called 7.8342 acre tract of land, being Lot 1 of said Cordova Subdivision, described in a deed executed on June 3, 2016, from Judy Ponce Moya to Richard Moya, Jr., recorded in Document 2016016129 of the Official Public Records of Guadalupe County, Texas; Fourth Tract: a called 3.000 acre tract of land described in a deed executed on January 11, 2016 from John Koen and Teresa Koen, a married couple, to Richard Moya, recorded in Document 2016000710 of the Official Public Records of Guadalupe County, Texas, situated in the Antonio Maria Esnaurizar Survey, Abstract 20 of Guadalupe County, Texas. Said 1.060 acre tract being more fully described as follows:

COMMENCING at a found iron rod with plastic cap stamped "TRI COUNTY" on a south line of Lot 5B, Replat of Lot 5, Cordova Subdivision, establishing Lots 5A and 5B, Cordova Subdivision, recorded in Volume 8, Page 675 of the Map and Plat Records of Guadalupe County, Texas, at the northwest corner of said Lot 3, the northeast corner of Lot 4, said Cordova Subdivision;

THENCE, South 00°47'45" East (called North 01°07'00" East), along and with the common line between said Lot 3 and said Lot 4, a distance of 1,394.20 feet to a set 1/2 inch iron rod with yellow cap stamped "Pape-Dawson" on the proposed north right-of-way line of Cordova Road (County Road 108), at the northwest corner and POINT OF BEGINNING of the herein described Parcel 7. Said point being 80.00 feet left of and at a right angle to Cordova Road proposed alignment station 129+04.29 and having surface coordinates of N 13,779,411.17 and E 2,280,664.26;

- (1) THENCE, North 89°05'41" East, along and with the proposed north right-of-way line of Cordova Road (County Road 108), over and across said Lot 3, Lot 2, Lot 1 and said 3.000 acre tract, a distance of 927.04 feet to a set 1/2 inch iron rod with yellow cap stamped "Pape-Dawson" on the east line of said 3.000 acre tract, the west line of a called 48.001 acre tract of land described in a deed to Dirtboys, Inc., recorded in Document 202199015674 of the Official Public Records of Guadalupe County, Texas, at the northeast corner of the herein described Parcel 7.

Revised: June 10, 2024

October 13, 2023

Parcel 7

Page 2 of 6

"EXHIBIT A"

Said point being 80.00 feet left of and at a right angle to Cordova Road proposed alignment station 138+31.33;

- (2) THENCE, South 00°38'23" East, along and with the common line between said 3.000 acre tract and said 48.001 acre tract, a distance of 49.63 feet to a point on the existing north right-of-way line of Cordova Road (County Road 108, a variable width right-of-way) as widened in a deeds recorded in Volume 195, Page 401 and Volume 195, Page 403, both of the Deed Records of Guadalupe County, Texas, at the southwest corner of said 48.001 acre tract, the southeast corner of said 3.000 acre tract and herein described Parcel 7, from which a found 1/2 inch iron rod (held for line) bears South 00°38'23" East, a distance of 0.60 feet;
- (3) THENCE, South 89°04'21" West, along and with the south lines of said 3.000 acre tract, Lot 1, Lot 2 and Lot 3, the existing north right-of-way line of said Cordova Road, a distance of 926.90 feet to a set 1/2 inch iron rod with yellow cap stamped "Pape-Dawson" at the southeast corner of said Lot 4, the southwest corner of said Lot 3 and the herein described Parcel 7;
- (4) THENCE, North 00°47'45" West, departing the existing north right-of-way line of said Cordova Road, along and with the common line between said Lot 3 and said Lot 4, a distance of 49.99 feet to the POINT OF BEGINNING, and containing 1.060 acres (46,174 square feet) in Guadalupe County, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00015.

Note: A parcel plat of even date was prepared in conjunction with this property description.

PREPARED BY: Pape-Dawson Engineers, Texas Surveying Firm #10028800
2000 NW Loop 410, San Antonio, Texas, 78213
210-375-9000

DATE: October 13, 2023

REVISED: June 10, 2024 Removed GCAD information
June 4, 2024 Add RCSJ to Property Description
May 28, 2024 – Fix Scrivener's Error

JOB NO. 12775-00

DOC. ID. N:\Transpo\Civil\12775-00\dwg\PARCELS\WORD\MB-Parcel 7_R1.docx



[Signature]
06-10-2024

NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00015 APPLIED.
- 3) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

EASEMENT NOTES:

- 1) 15' WATER LINE EASEMENT
SPRINGS HILL WATER SUPPLY CORP.
VOLUME 749, PAGE 937, OPR
(UNDEFINED GEOMETRY, APPLIES TO PARENT TRACT)
- 2) ELECTRIC, COMMUNICATION,
INGRESS AND EGRESS EASEMENT
GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.
DOCUMENT 2017018036, OPR
(UNDEFINED GEOMETRY, APPLIES TO LOT 3)
- 3) ELECTRIC, COMMUNICATION,
INGRESS AND EGRESS EASEMENT
GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.
DOCUMENT 2017018035, OPR
(UNDEFINED GEOMETRY, APPLIES TO LOT 2)
- 4) ELECTRIC, COMMUNICATION,
INGRESS AND EGRESS EASEMENT
GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.
DOCUMENT 2017018042, OPR
(UNDEFINED GEOMETRY, APPLIES TO 3.000 ACRE TRACT)

PARENT TRACT [A]

RICHARD MOYA, JR.
FROM JUDY PONCE MOYA
DOCUMENT 2016016128, OPR
JUNE 3, 2016

PARENT TRACT [B]

RICHARD MOYA, JR.
FROM JUDY PONCE MOYA
DOCUMENT 2016016129, OPR
JUNE 3, 2016

PARENT TRACT [C]

RICHARD MOYA, A SINGLE PERSON
FROM JOHN KOEN AND TERESA KOEN,
A MARRIED COUPLE
DOCUMENT 2016000710, OPR
JANUARY 11, 2016



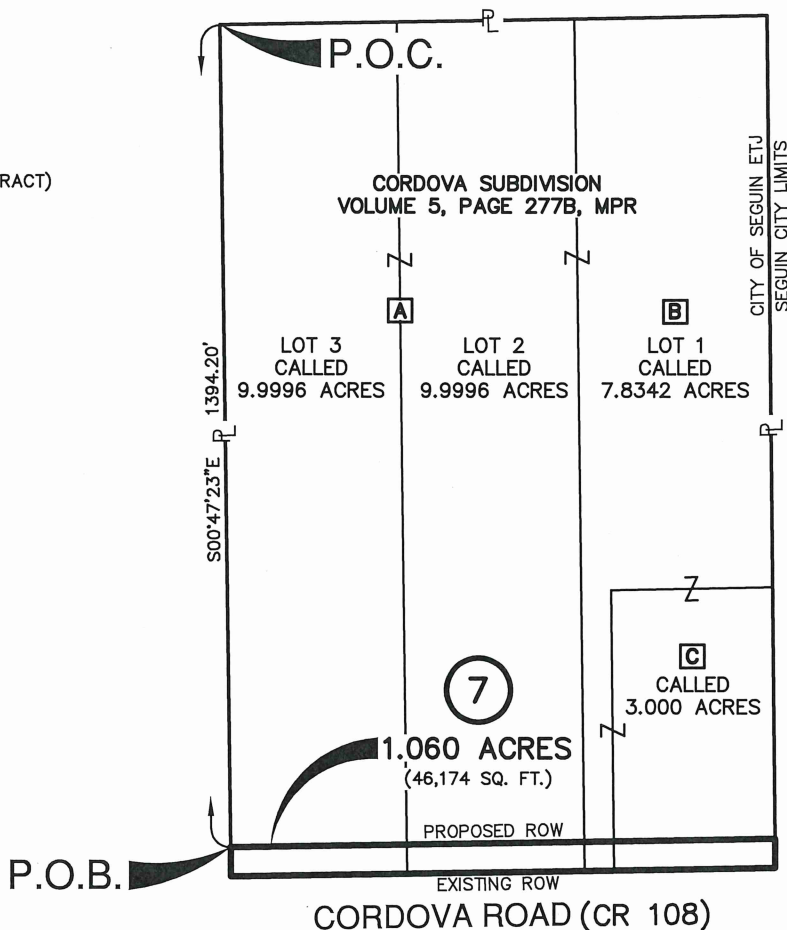
Sharon L. Sabin
06-10-2024

**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

LEGEND:

N.T.S.	NOT TO SCALE
ROW	RIGHT-OF-WAY
CR	COUNTY ROAD
DR	DEED RECORDS OF GUADALUPE COUNTY, TEXAS
MPR	MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
OPR	OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
CMP	CORRUGATED METAL PIPE
ETJ	EXTRATERRITORIAL JURISDICTION
GCAD	GUADALUPE COUNTY APPRAISAL DISTRICT PARCEL ID
I.R.	IRON ROD
●	FOUND MONUMENTATION AS NOTED
○	SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
—	PARCEL BOUNDARY LINE
—	PROPERTY LINE
---	ROW DEED LINE
—OHE—	OVERHEAD ELECTRIC LINE
●PP	POWER POLE
—	GUY WIRE
—	MAIL BOX
—	SIGN
—	TELEPHONE JUNCTION BOX
—	TELEPHONE PEDESTAL
—	FIRE HYDRANT
—	WATER METER
—	WATER VALVE
—	LAND HOOK



3	6/10/24	REMOVED GCAD INFORMATION			MLH
2</					

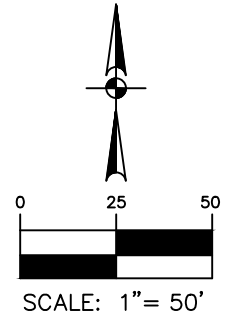
LOT 5B, CALLED 23.21 ACRES
LEVI GARCIA AND AMY GARCIA,
HUSBAND AND WIFE,
FROM JEREMY SMITH, CAMBRA SMITH
AND MASON SMITH
DOCUMENT 201899022312, OPR
SEPTEMBER 21, 2018

P.O.C.

FD. I.R.
(TRI COUNTY)

EXISTING ROW DEED LIST

- 1 CALLED 0.4 ACRE
GUADALUPE COUNTY, TEXAS
FROM OSCAR STAUTZENBERGER, ET UX
VOLUME 195, PAGE 401, DR
FEBRUARY 13, 1942
- 2 CALLED 0.54 ACRE
GUADALUPE COUNTY, TEXAS
FROM ELEANORA BLUMBERG, ET VIR
VOLUME 195, PAGE 403, DR
DECEMBER 8, 1941



ANTONIO MARIA ESNAURIZAR SURVEY
ABSTRACT 20

LOT 4, CALLED 10.000 ACRES
CORDOVA SUBDIVISION
VOLUME 5, PAGE 277B, MPR

HOWARD N. SCALES
FROM HANK SANTOS,
AKA HENRY SANTOS
AND WIFE, SHERRY K. SANTOS
VOLUME 1701, PAGE 984, OPR
APRIL 18, 2002

LOT 3, CALLED 9.9996 ACRES
CORDOVA SUBDIVISION
VOLUME 5, PAGE 277B, MPR

LOTS 2 & 3
RICHARD MOYA, JR.
FROM JUDY PONCE MOYA
DOCUMENT 2016016128, OPR
JUNE 3, 2016

5' 5'
10' ELECTRIC EASEMENT
VOLUME 5, PAGE 277B, MPR

P.O.B.

STA: 129+04.29
OFFSET: 80.00' LT
N: 13,779,411.17
E: 2,280,664.26

N89°05'41"E 927.04'

N00°47'45"W
49.99'

1.060 ACRE
(46,174 SQ. FT.)

PROPOSED ROW

EXISTING ROW

SEGUIN CITY LIMITS

EDGE OF ASPHALT

129+00

(NO RECORD
INFORMATION FOUND)
N89°05'41"E

CORDOVA ROAD (CR 108) 131+00
(VARIABLE WIDTH ROW)

EDGE OF ASPHALT

SEGUIN CITY LIMITS

EXISTING ROW

SEGUIN CITY LIMITS

EXISTING ROW

SHEET 5 OF 6



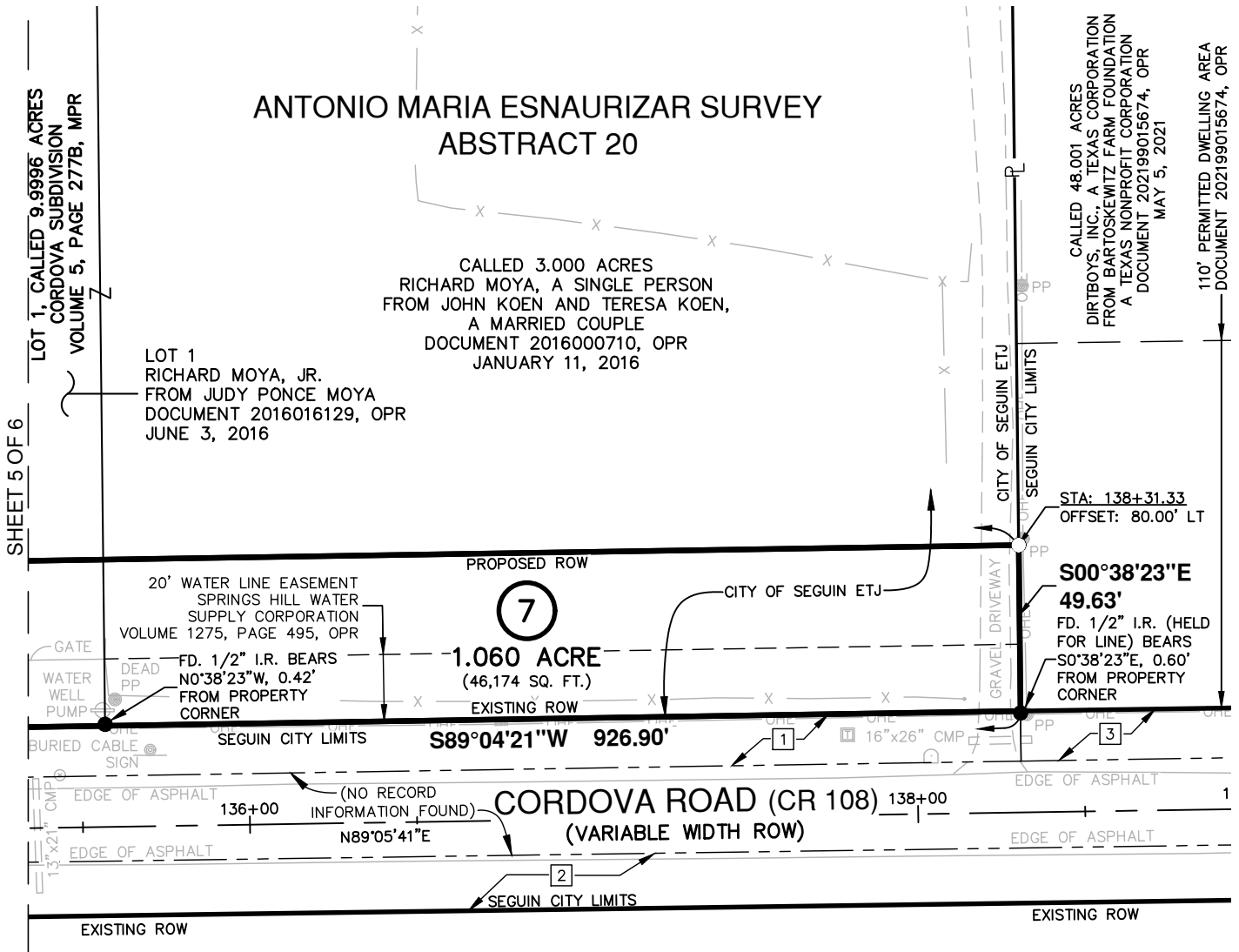
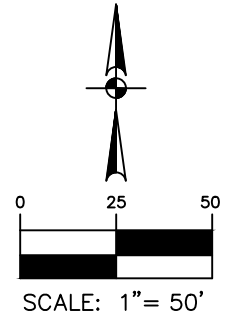
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

PARCEL PLAT SHOWING
PARCEL 7

COUNTY	STATE	HIGHWAY/ROAD	ORIGINAL DATE	SHEET NO.
GUADALUPE	TEXAS	CORDOVA	OCTOBER 2023	4 OF 6

EXISTING ROW DEED LIST

- 1 CALLED 0.4 ACRE
GUADALUPE COUNTY, TEXAS
FROM OSCAR STAUTZENBERGER, ET UX
VOLUME 195, PAGE 401, DR
FEBRUARY 13, 1942
- 2 CALLED 0.54 ACRE
GUADALUPE COUNTY, TEXAS
FROM ELEANORA BLUMBERG, ET VIR
VOLUME 195, PAGE 403, DR
DECEMBER 8, 1941
- 3 CALLED 0.36 ACRE
GUADALUPE COUNTY, TEXAS
FROM BRUNO SOEFJE, ET UX
VOLUME 195, PAGE 399, DR
FEBRUARY 13, 1942



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

PARCEL PLAT SHOWING
PARCEL 7

COUNTY	STATE	HIGHWAY/ROAD	ORIGINAL DATE	SHEET NO.
GUADALUPE	TEXAS	CORDOVA	OCTOBER 2023	6 OF 6



809 E. Court Street
Suite 106
Seguin, Texas 78155

† 512.201.1206
T.B.P.E. #F-8632

September 18, 2025

Mr. Billy Hornung, P.E. Project Engineer
City of Seguin
P.O. Box 591
Seguin, Texas 78156-0591

**RE: GLO Contract No. 22-085-008-D236
North Heideke Street Drainage Improvement Project
Change Order # 5**

Dear Mr. Hornung:

Attached for execution by the City is one (1) original Change Order No. 5 for the above-referenced project. Change Order No. 5 is the removal and replacing light poles and conduits using modified light pole base foundation and a reduction of 9'x3' RCB by jack and bore and installing additional 9'x3' RCB by shoring.

Upon execution, please scan and email one (1) copy to this office and one (1) copy to D&D Contractors, Inc. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Mullan".

Philip M. Mullan, P.E.
Area Director – Infrastructure

Cc: Ms. Melissa Reynolds, P.E., MPA, CFM, City of Seguin
Mr. Matt Pekar, City of Seguin
Ms. Pamela Herrera, City of Seguin



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: City of Seguin	GLO Contract Number: 22-085-008-D236	Date: 9/18/2025
Engineer Name Address & Phone	Subrecipient Name, Address, & Phone Number:	Contractor Name, Address & Phone Number:
TRC Engineers, Inc. 809 E. Court St., Suite 106 Seguin, TX 78155 (512) 201-1206	City of Seguin P.O. Box 591 Seguin, Texas 78156 (830) 401-2337	D&D Contractors, Inc. 1463 Bolton Road Marion, Texas 78124 (830) 358-9206
Project #: 450711	Bid Package #: 	Change Order #: 5
Contract Origination Date: 		Project Description: North Heideke Street Drainage Improvements

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
CO 5.1 P. 107	Deduct 3 EA at Unit Price of \$7,489.15 to remove and replace light poles. No change in completion schedule.	(\$22,467.45)	
CO 5.2	3 EA at Unit Price of \$8,200.00 to remove and replace light poles with a modified light pole base. No change in completion schedule.		\$24,600.00
CO 5.3 P. 96	Deduct 1 LF at Unit Price of \$6,615.80 to install 9'x3' RCB by Jack & Bore. No change in completion schedule.	(\$6,615.80)	
CO 5.4	1 LF at Unit Price of \$1,888.01 to install shoring for the 9'x3' RCB. No change in completion schedule.		\$1,888.01
CO 5.5	Deduct 1 LS at Unit Price of \$77.86 for added 3% bond premium. No change in completion schedule.	(\$77.86)	

See sheet 2 to add additional entries



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	\$17,937,741.26	Contract Time with All Approved Change Orders in Days:	610
Cumulative Percent Change in Contract Price (+/-)	-0.01%	Subrecipient Contract End Date:	10/31/2026
Construction Contract Start Date:	2/5/2025	Construction Contract End Date:	10/8/2026

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

***This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements**

Subrecipient Signature	Engineer Signature	Contractor Signature
Steve Parker, City Manager	Philip M Mullan, P.E	Gerald McLeod Jr., Project Manager
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change

If there is a change, how many beneficiaries will be affected?

Total LMI

2. Effect of this change on the scope of work: ☐ Increase ☐ Decrease ☒ No Change

3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? ☐ Yes ☒ No

If "no", explain:

C05.1- This change due to the removal and replacing of the light pole and conduits C05.2 - This change due to the modification of the light pole foundation. C05.4 - This is to change from 9'x3' RCB and boring to 9'x3' RCB with additional shoring around the LCRA power poles. C05.5 - This is for the decrease of the bond premium for the changed work.
--

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

- | | | | | |
|--|-------------------------------------|-----|--------------------------|----|
| 6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)? | ☒ | Yes | ☐ | No |
| 7. Is the CCN permit still valid? (sewer projects only) | ☒ | Yes | ☐ | No |
| 8. Are the disability access requirements/approval still valid (if applicable)? | ☒ | Yes | ☐ | No |
| 9. Are other Disaster Recovery contractual special condition clearances still valid? | ☒ | Yes | ☐ | No |

If "no", explain:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



D&D Contractors, Inc.

Master Client Change Order Agreement



Project #	1432	Owner	City of Seguin
Project	N.Heideke Street Drainage	Date:	9/15/2025
D&D CO #	5	SUB CO#	

This authorization provides for the following modifications or additions:

Light Pole foundations revision / Modification

Item No	Description	Unit	QTY	Unit Price	Total
	Remove and replace Light Pole & Conduits	EA	-3	\$7,489.15	-\$22,467.45
	Remove and replace Light poles and Conduits using modified Light pole base detail. Light Pole Foundations (Modified)	EA	3	\$8,200.00	\$24,600.00
CO4-4 (66)	Jack & Bore or Tunnel for Furnishing & Installing 9'x3' RCB	LF	-1	\$6,615.80	-\$6,615.80
CO4-5	9x3 RCB with Additional Shoring	LF	1	\$1,888.01	\$1,888.01
	3% bond premium	LS	1	-\$77.86	-\$77.86
	TOTAL				(\$2,673.10)

Contract Value:

The Original Contract Sum	\$17,911,808.79
Net Change by Previously Authorized Requests and Change Orders	\$28,605.57
The Contract Sum Prior to This Change Order	\$17,940,414.36
The Contract Sum will be Increased/Decreased by this change order	(\$2,673.10)
The New Contract Sum including this Change order Request	\$17,937,741.26

Except for such CHANGES as are set forth herein, all of the terms and conditions of your contract, and as it may have been before modified in writing, shall be and remain the same.

Owner/ Engineer		D&D Contractors - Project Manager
Name:		Name: Gerald McLeod, Jr.
X		X <i>Gerald E. McLeod, Jr.</i>
Date:		Date: 9/15/2025

For Office use only	TR		Initials	
	QB		Initials	
	PA		Initials	